### EXHIBIT A



#### OHIO HIGHWAY HEAVY AGREEMENT

Effective May 1, 2010 through April 30, 2013

Between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 18 AND ITS BRANCHES (AFL-CIO)



AND

THE LABOR RELATIONS DIVISION
OF THE
OHIO CONTRACTORS ASSOCIATION



#### **EMPLOYERS**

THE LABOR RELATIONS DIVISION
OHIO CONTRACTORS ASSOCIATION
1313 Dublin Road
Columbus, Ohio 43215
Telephone: (614) 488-0724
FAX: (614) 488-0728
Website:

www.ohiocontractors.org

Mark Potnick
Director, Labor Relations
& Safety Affairs

_	INDEX	
<i>(</i> :		Paragraph
4	Affirmative Action Program	Exhibit B
	Additional Apprenticeship	97
	Administrator Fee	86B
	Association Dues	8 <b>6A-8</b> 9
	Union-Hold Harmless	89
	Union-Non-participation	. 88
•	Apprentice/Helpers (Oilers) Duties	81 A,B,95-96
	Apprentice/Helpers (Oilers) Requirements	65-67A,B
	Apprentices	93-94, 97
	Business Agents	
	Access to Job Site	14
	Complementing Trades Rate	61
<b>6</b> 5	Continuous Operations-Overtime	62
	Credit Union	83
	Crews	65-81
	Day Pay Equipment Provisions	43, 49-50
	Direct Deposit	55D
	Drinking Water	72
	Drug Testing	18
	Election Day	102
	Employee Discharge	10
	Employee Referral (Hiring Hall)	20-28
-	Competent Employees	• 5
	Employer Inspection	27
	Posting Policy	2 <del>6</del>
	Referral Grievance Procedure	25
	Employee Transfer	101
₩.	Equipment Repairs & Maintenance	70
	Equipment Shifting	12, 13
	Expiration	90
	Favored Nations Clause	104
	Forty (40) Hour Guarantee Equipment	42
	Equipment Transfer in District	. 46
	Equipment Transfer out District	47
-	Four-Ten Work Schedule	55a
	Pay Provisions	44
	Seven (7) Day Lay Up	45

INDEX (continued)			SAIRCH A	
	Paragraph		iNDEX (continued)	
Fringe Benefit Programs	34-41	€.	Describition Was a 10 and Day	Paragraph
Amounts	35		Prevailing Wage (Davis-Bacon)	16
Audits	. 36		Purpose	- 29
Bonding	41		Safety Hats	17
Education & Safety Fund	38		Safety Program	17
No Grievance Procedure	40	. (	Savings & Separability	113
Reporting Procedure	37		Re-negotiation of Illegal Clause	114
Wage Diversion	35		Shelter	71
Grievance & Arbitration	55		Small Equipment	78–79
Procedures	108-109		Mobile Light Plants	8ta
No Strike Clause			Submersible Pumps	80
No Lock-Out Clause	. 107	<i>(</i> a)	Piggyback Operations	64
Harassment Policy	107		Stewards	15
Hazardous Waste Projects	19	13	Subcontractors	98
Hourly Pay Machines	17		Supervisors	33
Saturday, Sunday or Hollday	51		Termination Notice	48, 73
Schedule Change Notification	51		Tools	77
I-9	49		Truck Cranes	6566
Job Relief	112		Trucks, Need Not Furnish	76
Quitting	68		Union Dues-Check Off	
Jurisdictional Disputes	100		Union Geographical Territory	82 <b>A,</b> 84
Jurisdiction, Work	110111		Union Security Clause	1
LRD Member, Recognition	4		Union Recognition	8–9
Long Boom Premium Rate	3		Weekend Work	. 7
Maintenance Occupant	63		Work Day	59A, B
Maintenance Operators Class	32		Work Restrictions, no limitation	55
Management Rights	115		Work Coope & Definition	11
Manning Requirements Assignment	75		Work Scope & Definition	2
Master Mechanic	31		Work Shift Work Week	91-92
New Equipment Rate	30	<b>16.</b> 1		54
Obligated Employers	3		Workers' Compensation	69
One Day Jobs	53		e c	
Overtime, Saturday, Sunday and Holidays	55-58		5	Pages
Owner Operators	99		Parties to Agreement	1
PAC / PEP	82B		Exhibit A-Wage Rates	4867
Pay Days	74		Exhibit B-Affirmative Action Program	67-70
Picket Line, Honoring	103	•	Exhibit C-Survey Crew Provisions	70-72
Pre-Job Conferences	6		Exhibit D-Permanent Shop Agreement	72-80
	U		Acceptance of Agreement	81–89
				- · - ·



#### DIRECTORY

#### OFFICERS

Local 18 and its Branches Headquarters Office 3515 Prospect Avenue Cleveland, Ohio 44115 216-432-3138 FAX: 216-432-0370 www.iuoelocal18.org

> Patrick L. Sink Business Manager

Richard E. Dalton President

Steve D. DeLong Vice President

Mark A. Totman Recording-Corresponding Secretary

> Premo P. Panzarello Financial Secretary

Joseph S. Lucas Treasurer

#### DISTRICT NO. 1

Covering the following counties in Ohio: Ashtabula Erie Huron Lorain Cuyahoga Geauga Lake Medina

> District Staff Steve D. DeLong

Steven Mayor

Donald Taggart Ken McGlashan David Russell, Jr.

3515 Prospect Avenue, Cleveland, Ohio 44115 Office: 216-432-3131

FAX: 216-432-3135

#### DISTRICT NO. 2

Covering the following counties in Ohio:

Allen Hardin Paulding Van Wert Defiance Henry Putnam Williams Fulton Lucas Sandusky Wood

Hancock Ottawa Seneca

District Staff Steve Heckler

Gary Siesel Andrew Myers Douglas Leidy Joy Facey

2412 South Reynolds Road, Toledo, Ohio 43614

Office: 419-865-0221 FAX: 419-865-0601

#### DISTRICT NO. 3

Covering the following counties in Ohio: Crawford Hocking Marion Perry Delaware Knox Morrow Pickaway Fairfield Licking Muskingum Union Franklin Wyandot

District Staff Timothy Hammock

Chad Creeks David Hurd

John Branstool

Mark Toiman, Legislative Director 1188 Dublin Road, Columbus, Ohio 43215 Office: 614-486-5281

FAX: 614-486-7258

#### DISTRICT NO. 4

Covering the following counties in Ohio: Auglaize Clinton Logan

Darke

Butler Champaign Clark

Madison Fayette Mercer Greene Miami

Montgomery Preble Shelby Warren

District Staff Stanley Brubaker

Joe Daniels

Kenneth Waughtal

6051 N. Dixie Drive, Dayton, Ohio 45414

Office: 937-890-5914 FAX: 937-890-5180

#### DISTRICT NO. 5

Covering the following counties in Ohio: Gallia\* Adams Lawrence\* Ross\* Hamilton Athens\* Meigs\* Scioto\* Highland Brown Morgan\* Vinton\* Clermont Jackson\* Pike\*

Covering the following counties in Kentucky: Campbell Boone Kenton Pendleton

> District Staff Gary Marsh

Jefferson Powell

Nathaniel Brice

9730 Reading Road (Cincinnati) Evendale, Ohio 45215 Office: 513-733-5575

FAX: 513-733-4672

\*Counties served through District No. 3, Columbus Office

Office: 614-486-5281 FAX: 614-486-7258

#### DISTRICT NO. 6

Covering the following counties in Ohio:

Ashland Beimont Carroll Coshocton

Harrison Noble: Holmes Portage Jefferson Richland Monroe Stark

Summit Tuscarawas Washington Wayne

Guernsey

District Staff Joseph Lucas

Tom James Terry Phillips

William Larrick

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461 FAX: 330-784-8827

۷II

#### LOCAL 18S STATIONARY ENGINEERS

Staff

James Kumse

Scott Peters

Thomas Ridenbaugh

3515 Prospect Avenue Room 206 Cleveland, Ohio 44115 Office: 216-432-2668 FAX: 216-432-0796

#### **AGREEMENT**

#### Between

#### THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION

(LRD/OCA) which may be referred to hereinafter as the "ASSOCIATION"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 and its Branches (AFL-CIO) referred to hereinafter as the "UNION"

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents.

It is understood that the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION is not liable hereunder, as it is acting only as negotiating representative for its subscribing members. The Association certifies that it is authorized to represent its members in the execution of this Agreement and agrees to furnish the Union with a list of all members subscribing thereto. The Labor Relations Division of the Association will certify to the Union Employers who affiliate subsequent to the date of this Agreement, and such Labor Relations Division members shall be covered and bound by the terms of this Agreement. The Union may request a meeting with such new member and the OCA/LRD Representative, and such meeting will be held within five (5) days of the request.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

VIII

- H. "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.
- I. Any work under F, G and H above, the Employer shall pay a rate determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

#### ARTICLE II PROVISIONS AND LIMITATIONS

- 3. All members of the Labor Relations Division of the Ohio Contractors Association, and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Labor Relations Division of the Ohio Contractors Association and the Union, and furthermore, shall be bound to make Health and Welfare payments, Pension payments, Apprenticeship Fund and Safety and Educational Fund payments required under Article V for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.
- 4. The Employer will employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment, regardless of motive power: Air Compressors, Backfillers, Batch Plants, Boilers, Cableways, Connection Machines, Derricks, Finishing Machines, Truck-Crawler and Locomotive Cranes, Concrete Mixing Plants, Shovels, Hoes, Keystone Graders, Paving Mixers, Piledriving Machines, Tractors, Le Tourneau and other types of Scoops, End Loaders and all like equipment within the jurisdiction assigned to the Union by the American Federation of Labor.

Maintenance Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment. Maintenance Engineers shall install well-point systems and shall be employed to do all burning and welding in preparing

and maintaining of all equipment operated by members of this Union.

Establishment of, and transferring of, all original lines and grades, elevations and exact locations of excavations, fills, sub-grades, foundations, walls, piling, concrete, etc., and/or including all linear and angular measurements appertaining to the work scope outlined in the Highway Heavy Agreement, shall be performed exclusively by Field Survey Crews. This also pertains to the use of Geodimeter, or any other device that electronically measures (shoots) distance, shall be the work of the Operating Engineers (only applies to in-house crew). The Union recognizes that surveying instruments are used by supervisors and supervisory personnel and will agree to this practice and custom.

The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him by the AFL-CIO, will be respected and all operating engineer work will be performed by an Operating Engineer.

- 5. Providing the employment is in accordance with the terms of the Agreement, the Union shall at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment.
- 6. Upon the request of either party a Pre-Job Conference will be held at least five (5) days prior to commencing work and the Union may request and receive the Pre-Job Conference with the Employer on an individual basis. In case of an emergency start of a construction job, the Pre-Job Conference will be held as soon as possible after the commencing of work. When an Employer is awarded a contract of \$500,000 or more, the Employer will notify the Union at the time it is awarded such job. Following are the items which will be discussed at the Pre-Job Conference:
- A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.
  - B. Work schedules.
  - C. Questions of jurisdiction and assignment of work.

- D. The Employer agrees that wherever possible at such Pre-Job Conference, they will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, the names of the subcontractors and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union, and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project.
- E. Before the start of any project containing known hazardous waste materials, there will be a Pre-Job Conference held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its service until such time a Pre-Job Conference is held.

It is understood and agreed that no agreement may be made at the Pre-Job Conference which will effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

7. The Employer recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining.

The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association as the sole bargaining agent for its members for work as defined herein for the geographical area and scope of work outlined.

- 8. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Union above stated on the effective date of this sub-section shall remain members of the Local Union in good standing as a condition of employment.
- 9. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section, or following the beginning of their employment, whichever is later.

- 10. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory, or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of its employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XV, Paragraphs 107 through 109. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.
- 11. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices.

It is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible.

It is agreed that a fair day's work shall be given for a fair day's pay.

- 12. The Employer may shift during a work day an Operating Engineer from one piece of hourly and day rate of pay equipment to another hourly or day rate of pay piece of equipment, without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly pay equipment. However, there shall not be any intermixing with weekly pay equipment to hourly or day rate of pay equipment. The Operating Engineer will be paid the higher rate for that day in all cases.
- 13. If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.
- 14. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and other such duties as may have to be performed, provided the activities do not interfere with the progress of the job.

#### ARTICLE I

#### GEOGRAPHICAL AND INDUSTRIAL SCOPE OF AGREEMENT

The provisions of this Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for all counties of the State of Ohio, except Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

#### SCOPE

- 2. The word "work" when used herein means "Highway Construction, Airport Construction, Heavy Construction, Railroad Construction, Sewer, Waterworks and Utility Construction, Hazardous Waste Site Remediation, Industrial and Building Site, Power Plant, Amusement Park, Athletic Stadium Site and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" as hereinafter defined within the jurisdiction.
- A. "Highway Construction" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, tumpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails and fences, but shall not include construction of buildings.
- B. "Airport Construction" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking lots and similar work incidental to the construction of airfields, but shall not include the construction of buildings.
- C. "Heavy Construction" work is defined as including, but not limited to, excavation for underground garages, grade separations, foundations, abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, pedestrian tunnels, water development projects, hydroelectric development, utility transmission lines, including right-of-way cleaning, demolition of buildings on a highway right-of-way.

- locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors and all municipal and utility construction, except construction classified as building construction, and including hazardous waste site remediation work.
- D. "Raitroad Construction" work is defined as new construction including grading, drainage, placing of rails, crossties, ballast and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.
- E. "Sewer, Waterworks and Utility Construction" work is defined as including construction of all storm sewers, sanitary sewers, supplying of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.
- F. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers on the construction of buildings.
- G. "Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farm, Geo Thermal Site, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers in construction of the buildings.

15. The Union may, when it believes it necessary, appoint a Steward on each shift on a project and a Union Representative will, when making such an appointment, notify the Employer.

On a large project the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day's work.

The Steward shall be allowed sufficient time during working hours to perform all normal Steward duties, and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative of grievances.

The Steward shall not have job priority and will be laid off in the same manner as any other employee upon completion of his/her particular job assignment. The Employer will give twenty-four (24) hours notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

16. The Union and the Employer agree to make every effort to establish the wage rates in this Agreement as the prevailing wage rates for Highway Heavy construction for all public works contracts in the State of Ohio for the area designated herein, and both parties will present this Agreement to the Davis-Bacon Section, United States Department of Labor, and the Ohio Department of Industrial Relations as prevailing rates.

 The Union and the Employer will cooperate in the establishment of a safety program.

At the Pre-Job Conference where it is agreed that safety hats shall be required, the wearing of such hats may be made a condition of employment. It shall be the responsibility of the employee to furnish his/her own approved safety hat when not furnished by the Employer.

It is agreed the Employer will abide by State Safety Code 4121; 1–3 and any federal statutes and will provide all necessary safety equipment as outlined therein. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type.

TRAINING: The Safety Training Passport 16-Hour Program will be made available to all Union members by the Union at no cost to the Employer. The program will consist of:

Safety Awareness, Fall Protection and Hazard Communication as required by current OSHA regulations.

Operating Engineers dispatched to a project to perform trench excavation work are required to have successfully completed eight (8) hours of trench safety training.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training. Effective May 1, 2011 and thereafter, all Operating Engineers dispatched to and/or employed on a project are required to have successfully completed the 16-hour Safety Training Passport (STP) Program or an OSHA-approved 10-hour construction safety training program. Comparable safety training shall be renewed and updated every five (5) years or the Operating Engineer shall be considered unqualified. Verification of valid, updated training must be presented to the Employer upon dispatch, hire or request. Employers who provide such safety training shall not be

required to pay employees to attend the training. HAZMAT PROJECTS: All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union District Office. Reasonable dressup time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety man, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A shettered "safe zone" area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers' employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

18. DRUG TESTING: The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary general consent form, that employee will be subject to disciplinary general terms.

action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and/or currently qualified under the Substance Abuse & Mental Health Services Administration (SAMSHA) under the U.S. Dept. of Health & Human Services and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program to the Local 18 Medical Review Officer (MRO), he/she shall be removed from the employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program to the Local 18 MRO, the employee may be restored to his/her original job with the employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the Local 18 MRO upon request monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her

referral card in the register and utilize the referral or if working, to be removed from work.

Any positive drug and/or alcohol test result after the second rehabilitation procedure shall result in the applicant being permanently barred from registering on the Local 18 referral.

19. HARASSMENT POLICY: The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

#### ARTICLE III REFERRAL SYSTEM

20. Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one (1) office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and reregistrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

GROUP A: All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year, during the last four (4) years, and have been employed for at least 360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

GROUP A PREFERRED: Must have Group A eligibility. Group A registrants may voluntarily register in the Group A Preferred, however, registrants in the Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of

referral from the Preferred A deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist, and Portable Heaters.

(B) It is further understood and agreed that when the Employer employs Operating Engineers not currently in his/her employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

(C) Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

GROUP A RETIREES: Must have Group A eligibility.
The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A Retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A Retiree will not be eligible for letter of request by the Employer.

GROUP B: Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

GROUP C: All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

13

GROUP D: All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

GROUP E: All other applicants and all first year Apprentices and Trainees shall be registered in this group.

GROUP F: All applicants who are "temporary employ-

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinatter defined, and does not notify the Union hall the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrant requesting that their work registration card be placed on hold due to sickness, ill health or physical condition, must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness or physical condition prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness or physical condition for less than a thirty (30) day duration. Any refusals of dispatches due to illness or physical condition for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

- 21. In referring applicants, the following procedure shall be followed:
- A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

- B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.
- C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the referral Board of Review and Arbitration under Paragraph 25, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:
- 1. Taken training at his/her training site and has been certified, or
- 2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his/her employment.
- D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 25 of this Agreement, and shows good cause for his/her failure to give such notice.
- E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fitteen (15) days, (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment ter-

minates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group\*. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$18.75† and another \$18.75† for each re-registration thereafter, provided that such fee shall not exceed \$18.75† in any consecutive thirty (30) day period and provided that such fee shall not apply to the following:

- Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and
- Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose pro-
- \* Does not apply to the former Ohio or Kentucky Residential and Light Commercial Agreements referral.
- † Effective July 1, 2011 \$19.25; July 1, 2012 \$19.75

portionate share of the cost of this referral system is met by their fees; and

- Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.
- G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.
- H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.
- I. Subject to this referral system employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the Employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his/her payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to replacements. The Employer will notify the Union District Representatives of the name, union affiliation (if any), date of employment and social security number of such "temporary employee". The Union will maintain a register of all such "temporary employees", and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group E.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

- The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.
- The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.
- K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the Operator be a Certified Operator, verification of the Operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within 30 days after the employee's discharge, of an Operator who had

been in his/her employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

- L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relationship without a proper referral by Local 18, shall be discharged by the Employer when it is called to his/her attention.
- 22. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.
- 23. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, solicies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, and to a present ordain or ancestry.

national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to berein

24. In addition to the above registration groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referral out of this Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar

week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

25. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration con-

sisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

26. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union and all offices of the Employer.

27. An Ohio Contractors Association Labor Relations Division Representative may inspect the referral register at the Union District Office at any time during normal office hours.

28. All officers and business representatives of the Union who have had previous work experience in any one (1) or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, they shall do so with the same preference as if they had continually worked at the trade and shall be eligible upon registration for Group A.

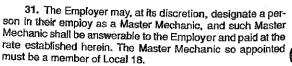
#### ARTICLE IV WAGE RATES

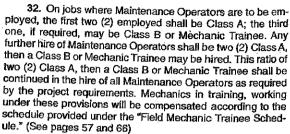
29. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes under the jurisdiction of the International Union of Operating Engineers, Local 18 and its Branches of the International Union of Operating Engineers, and as negotiated by and between Local Union 18 and its Branches of the International Union of Operating Engineers and the Labor Relations Division of the Ohio Contractors Association.

30. Exhibit "A" covering wage rates and classifications attached hereto, is made a part of this Agreement. If equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and there is not an appropriate classification listed under the wage schedule herein, either party may request the other party to meet to negotiate a new classification and rate of pay. Such meeting shall be held

#### Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 19 of 226 PAGEID #: 506

within five (5) days from the date of the request for the meeting. The new classification shall be placed in Class "B" rate classification, unless the equipment is small non-productive in nature. Such equipment shall be placed in Class "E". If no agreement can be reached on a new rate, the dispute will be referred immediately to Step 4 of the Grievance Procedure outlined in Article XV, Paragraph 108; however, the classification will be continued to be paid at the Class "B" or Class "E" rate until final settlement is made.





33. No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employment.

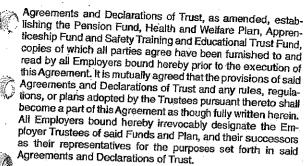
#### **ARTICLE V**

#### FRINGE BENEFIT PROGRAMS

34. The fringe benefit provisions contained herein shall apply to all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who become signatory, or bound by this Agreement, and any other Employer or Employer groups who become a party to an agreement covering the Fringe Benefit Programs set forth herein.

All Employers bound hereby agree to be bound by the

22



35. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

A. PENSION FUND: Effective May 1, 2010 is \$5.00 per hour

B. HEALTH & WELFARE PLAN: Effective May 1, 2010 is \$6.66 per hour

C. APPRENTICESHIP FUND: Effective May 1, 2010 is \$.55 per hour

D. SAFETY TRAINING & EDUCATIONAL TRUST FUND: Effective May 1, 1974 is \$.04 per hour

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the Ohio Contractors Association at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

36. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit during regular working hours, the books and records of any party obligated under this Agreement to contribute thereto,



with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of mories to the Contractors Construction Association dides, Ohio Contractors Association under Paragraphs 86, et. seq. and with respect to the Administrative Dues deduction under Paragraph 82. Notwithstanding the foregoing authority allowing audits with respect to the Confractors Construction Association Dues, Ohio Contractors Association and the Administrative Dues deduction, the attellist shall only be conducted in conjunction with the Fringe Benefit Funds and Plan referred to herein and shall not be conducted independently. The twenty-lour (24) hour notice referred to in Paragraph 37 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds of Plan referred to therein.

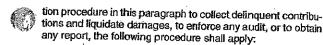
37. Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all confidutions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the litteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust shall be available:

A After the Trustees, or the Agent of any Funds or Plan

A After the Trustees, or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds. Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary, until such delinquent payments are made, or said audit is permitted, such action including, but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XV notwinstanding.

B. In the event either the Union or the Trustees of any Funds of Plan may decide to utilize the grievance and arbitra-

dental engineering of the la



1. Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the Labor Relations Division of the Ohio Contractors Association, and by Local 18 of the International Union of Operating Engineers, whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association, whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

38. The Employer and the Union shall each appoint two (2) Trustees to constitute the Board of Trustees to establish a Safety Training and Educational Trust Fund.

The Employer shall contribute four cents (\$.04) per hour for each hour paid to each employee covered by this bargaining unit for the Safety Training and Educational Trust Fund in a manner and a method established by the Board of Trustees.

The Board of Trustees is charged with the responsibility of formulating in writing the specific and detailed provisions of the Safety Training and Educational Trust Program including all necessary rules, regulations and provisions to make such a program effective.

The program and the contributions to it shall conform with the Labor-Management Relations Act and officer laws which may be in effect or which may hereafter be enacted affecting such plan, contribution, or benefits hereunder.

The program must meet the requirements of the Internal Revenue Code and the regulations and rules of the Internal Revenue Service so that all Employer contributions shall be considered tax deductible. Any disbursements of contributions from the Trust Fund established, if made before it has qualified





for tax exemption, must comply substantially with the terms of the Trust, and the Employer contributions to and for such Trust Fund must not be used in any manner which would adversely affect a tax qualification of the Fund and the interest of the employees in its objectives.

All the provisions for this Fund shall cover all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who hereafter become signatory to this Agreement, and the members of any other association of contractors who by agreement are obligated to make contributions to the Fund heretofore established.

The provisions of the Trust Agreement, Rules of Eligibility and Regulations created by the Trustees for the administration of the Fund, are a part of this Agreement and incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any Employer obligated to contribute to the Fund, and who fails to do so, and becomes delinquent under the regulations established by the Trustees for receipt of contributions, and after the appropriate Local Union or Unions have given written notice to the Employer of such delinquency, the Local Union or Unions, as the case may be, shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union or Unions involved and/or the Trustees of the Fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

39. Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount determined by the Trustees.

The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

40. In no event shall the foregoing provisions relating to fringe benefits be subject to, or suitable for grievance and arbitration under Article XV of this Agreement. 41. The Employer must obtain an insurance payment bond from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Programs as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond which will be escrowed to guarantee payment of fringes. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly hasis

The Employer shall obtain said insurance payment bond or cash bond in amounts set forth below:

1-10	Operating Engineers	\$50,000.00
11-20	Operating Engineers	75,000.00
21-50	Operating Engineers	100,000.00
Over 50	Operating Engineers	125,000.00

#### ARTICLE VI WEEKLY PAY EQUIPMENT

42. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis: Asohalt Plants

Boiler Operators or Compressors, when mounted on a rig

Concrete Plants (over 4-yds. capacity)
Cranes (all types, except boom trucks)

Derricks

Draglines

Dredges (dipper, clam or suction)

Firemen, Apprentice/Helper (Oiler) and Signalmen, when members of a crew

Firemen on Floating Equipment

Floating Equipment (work on the Great Lakes or its commercial navigable tributaries shall be performed pursuant to the Great Lakes Floating Agreement and not under this Agreement)

Gradalls

Hoes (except when attached to farm or industrial-type tractors or CAT 320 Hoe or equivalent and below)







Maintenance Operators (Class A)
Master Mechanics
Mining Machines
Piledriving Machines
Power Shovels
Rotary Drills on Caisson Work
Slip-form Pavers
Survey Instrument Men
Survey Party Chiefs
Survey Rodmen or Chainmen (May 1 to November 1)
Tower Derricks
Tug Boats
Tunnel Machines
Wheel Excavators

- 43. In the counties of Cuyahoga, Lake, Ashtabula and Geauga, classifications not listed above as weekly pay classifications shall be employed on a day-pay basis. In all other counties covered by this Agreement, the classifications not listed above as weekly pay classifications shall be employed as provided for under the hourly rate and reporting pay provisions listed herein.
- 44. Employees employed on a weekly pay basis, starting jobs after Monday, shall be paid for the remaining number of days in the work week. Weekly-pay employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

However, when an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union District Representative prior to the application of this provision.

45. When a machine having a forty (40) hour guarantee is

laid up and the workmen are laid off and paid off, that machine cannot be started back to productive work unless it is laid up for one (1) week (seven days) without calling back the employees which had manned the machine, and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly-guarantee equipment during the seven (7) day. "lay-up" period without penalty.

- 46. In order to be eligible for the weekly-pay, weekly-pay employees have the right and they must accept transfer with their weekly-pay equipment to another project within the same district of Local 18.
- 47. Crews will be eligible for straight-time weekly pay when their equipment is transferred out of their District up to the day the equipment is shutdown, otherwise, paragraph 44 prevails. They need not go with their equipment out of the District in which they were originally employed to be eligible for the weekly pay.
- 48. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.
- 49. At the end of a work shift, employees employed in day pay classifications will be notified as to the day to report for work if the Employer determines that the employee should not report to work the next scheduled day, otherwise any other notice of the change of a work schedule shall be made by calling the employee at the telephone number designated by the employee for such purpose.
- 50. Employees employed in day pay classifications, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Daypay basis employees reporting for work on Saturday, Sunday or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They





must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

51. In the balance of the counties in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in Kentucky, workmen employed in classifications other than weekly pay, unless notified by the Employer not to report to work shall receive two (2) hours pay for reporting to work and the employee is required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the employer releases the employee prior to the end of the first hour; if such Operator does not start to work, he/she shall receive his/her two (2) hours reporting time; if the employee starts to work, he/she shall receive four (4) hours pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6 and 8.

For employees reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply. Time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay.

Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

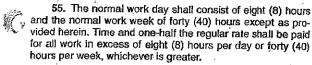
52. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

53. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. The Union Office should be advised of this condition to avoid any misunderstanding. The Union District Representative and the Employer may mutually agree to extend to two (2) days the employment of a crew on a day-pay basis.



#### ARTICLE VII HOURS OF WORK AND OVERTIME

54. The week shall begin on Monday A.M. and shall end on Friday P.M. Starting time will be set by the week.



55a. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employee will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification, to work a four-ten hour schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forfy (40) hours per week, whichever is greater. A four-ten hour work schedule must be by the week.

55b. In addition to the above: It is agreed that when time is lost by a crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. Weekly pay employees, in order to be eligible for eight (8) hours' pay that day, must be available to perform work for the Employer.

55c. The provisions of Paragraph 61 apply herein.

- 55d. Pay day will be on the last scheduled work day but not later than Friday. If direct deposit is offered, the member can participate voluntarily.
- 56. Time and one-half the employee's regular rate of pay shall be paid for all work performed on Saturday.
  - 57. All work performed by an employee on Sunday, New





Year's Day, Memorial Day, (last Monday in the month of May), Independence Day, Labor Day, Thanksgiving Day and Christmas, shall be paid at two (2) times the regular rate. There shall be no work required on Labor Day except in special cases of emergency. Holidays shall be of twenty-four (24) hours duration and no employee on a weekly basis of pay shall lose time because of holidays and when required to work on holidays, he/she shall be paid double time.

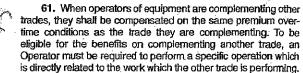
58. Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

59a. Certain government projects are contractually restricted to weekend hours only. These projects are defined as weekend projects beginning at 6:00 P.M. Friday to 6:00 A.M. Monday. Employees working on these weekend projects, as defined above, will be paid time and one-quarter (1-1/4) of the established classification rate for all hours worked on the weekend project.

This provision is limited to weekend projects only, as defined above, and does not apply to any employee who has worked any hours Monday 6:00 A.M. to Friday 6:00 P.M. These employees shall receive the applicable premium or overtime rates set forth in this Agreement for all work performed during the above defined weekend hours.

59b. Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the Employer, after advance notice to the Union, may start the work week after 6:00 P.M. on Sunday at straight time rates. In applying this schedule, Sunday P.M. will be considered Monday, the following Friday will be considered Saturday (paid at 1-1/2 X rate) and Saturday will be considered Sunday (paid at 2 X rate). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

60. No Employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment. This provision shall not apply to Employees servicing and starting equipment one (1) hour prior to the start of a shift, including Lubemen, Fuelmen, and Greasemen.



62. When Steam Boilers, Power Driven Heaters or Pumps and other such equipment are used on a continuous seven (7) day, twenty-four (24) hour per day operation, the Employer, at his/her discretion, can avoid overtime by working four (4) shifts, each shift to work six (6) hours on a seven (7) day basis. Employees working this shift arrangement shall be employed for forty-two (42) hours on a seven (7) day basis and shall receive forty (40) hours pay at straight time and two (2) hours at double time provisions.

This provision for avoiding overtime can only be used if the equipment is to be continuously operated for more than thirty (30) days. In the event the Employer cannot furnish thirty (30) days of employment after commencing work under this paragraph, it is agreed that when the employees are laid off, the Employer will pay retroactive overtime to such laid off employees from the start of this operation in accordance with other overtime provisions of this Agreement.

63. Booms, including jib 150 feet through 180 feet in length, shall receive twenty-five cents (\$.25) per hour in addition to the established crane rate.

Booms, including jib over 180 feet in length, shall receive fifty cents (\$.50) per hour in addition to the established crane

Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when the long boom crane rate will apply.

64. Where compressors, generators or boilers are mounted on crane-type equipment (Piggyback Operation), two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect. They shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM are operated and exclusively used to power attachments, such as the hoe ram and other similar pieces of equipment, the compressor will be







considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Apprentice/ Helper (Oiler) operating the compressor is paid the Class A rate for the day.

#### ARTICLE VIII CREWS AND GENERAL PROVISIONS

65. In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper (Oiler), or Signalman on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower dericks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24\* wide).

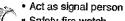
66. Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes, fifty (50) tons or less and under remote control; an Apprentice/ Helper (Oiler) is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

67a. Apprentice/Helpers (Oilers) are required on hoes, excavators, and front hydraulic shovels having a base operating weight in excess of 105,000 pounds and Apprentice/Helpers (Oilers) shall be required on cable crawler cranes over 80 ton structural capacity, defined as: the factory specified total maximum counter-weight with a PCSA rating not to exceed 36,400 pounds, based on 50' of boom at 40' radius, with the single line pull not exceeding 17,000 pounds. Anything outside any of the aforementioned limits determines the crane as requiring an Apprentice/Helper (Oiler). All factory certifications and the computer system will be available for inspection at any time by the Union or their designee. An Apprentice/Helper (Oiler) or other Operating Engineer is required on self-erecting cranes (as defined by the manufacturer) while being erected and dismantled. On remote control gradall, Apprentice/Helpers (Oiters) shall be at the discretion of the Employer.

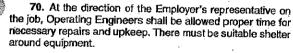


67b. Apprentice/Helpers, (Oilers) while assigned to track hoes, cranes and other equipment, will perform the following work on the project as additional duty:

Cover small equipment (i.e. pumps, generators, compressors, etc.)



- Safety-fire watch
- · Practice operating in a learning environment in the vicinity
- · Help with survey duties on project
- Help mechanic, lube trucks, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in vicinity of primary duty
- Replace other Operators who may be absent on project
- · Run parts or materials as necessary
- · Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday
- **68.** Employees requiring relief, for sickness or other causes, must notify his/her immediate supervisor before leaving the job.
- 69. Employer agrees to carry Ohio State Workers' Compensation, or other liability insurance for the protection of all the employees covered by this Agreement.



71. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

72. Sanitary drinking water and toilet facilities will be available on the project in compliance with the provisions of the Chio State Code.

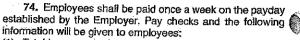


73. The Employer agrees, upon the termination of any





employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for Employee's file.)



- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) It is agreed that all pay checks will show the deductions and also total fringe benefit payments.

If the employee is not scheduled to work on payday, the Employer shall mail the check to the employee's home post-marked not later than 5:00 P.M. on payday, unless the employee requests the Employer to hold his/her check to allow the employee to get his/her check at the project office or the Employer's office. Employees reporting to the project or office to pick up paychecks will not be eligible for reporting pay. When an Operating Engineer is laid off, he/she will be paid off at that time. Any employee discharged for just cause will receive their pay check by the end of the next pay period. In case of lay-off and a check cannot be issued at the job, the Employer will overnight the payoff check so it is received the following business day at the address provided by the Employee.

75. When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and if an Apprentice/Helper (Oiler) is required, the Apprentice/Helper (Oiler) who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

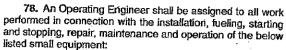
76. The furnishing of a truck by a Mechanic shall not be a condition of employment. If an Employer is requesting a Mechanic, from the Union, the Employer may require the new Mechanic to furnish a truck. If a Mechanic is required to furnish

36



a truck, compensation will be negotiated between the Mechanic and the Employer.

77. Equipment operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturers daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.



Compressors of 185 CFM or less (not discharging into a common header)

Heater

Welding machines of 300 amp or less Gas or diesel driven pumps 4" and under (or one 6" pump) Generators of 15 KW or less Conveyors 18" belt or less

79. A combination, up to five (5) pieces, of the above equipment shall when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

80. An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty. No full-time Operator is required.

81A. Work in the servicing and maintaining of self-contained mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Apprentice/Helper (Oiler).





81B. When an Apprentice/Helper (Oiler) is assigned as the primary operator to a fuel/grease combo vehicle which requires specialized CDL endorsement, he/she will receive a \$3.00 per hour premium over the Class "E" rate (see pages 55 & 65).

متعادا والمتعادلات ووالمتعادلات المتعادا المتعادلات المتعادلات والمتعادلات والمتعادلات والمتعادلات

#### **ARTICLE IX**

#### UNION ADMINISTRATIVE DUES AND DEDUCTIONS

**82A.** Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

82B. The employer will deduct five cents (\$0.05) for each hour that the employee receives wages under the terms of the Agreement on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions are for remittance to Local 18's Political Education Patterns known as P.E.P., and are not a condition of membership in the International Union of Operating Engineers, Local 18 or of employment with the Employer, and that P.E.P. will use such monies in making political contributions in connection with federal, state, and local elections. Payments for P.E.P. reflecting employee hours worked shall be made on the monthly fringe benefit reporting forms and shall be remitted at the same time and in the same manner as the Employer submits the fringe benefit payments under Article V of this Agreement.

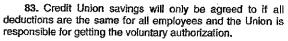
The costs of administering this payroll deduction for P.E.P. are incorporated into the economic package provided under the terms of this Agreement so that the I.U.O.E. has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

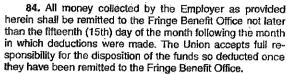
All disbursements will be upon approval of the OCA/Local 18 Political Screening Committee by majority vote. The joint committee will be formed and additional rules of operation established as soon as practical after ratification. The Committee's rules shall become a part of this agreement as though fully written herein.

Unless otherwise agreed to by the ASSOCIATION and



UNION, all provisions of Paragraph 82B shall terminate or "sunset" with the termination of this agreement on April 30, 2013

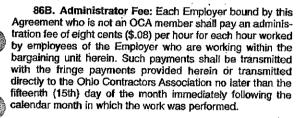




85. The Union agrees to hold the Employer harmless for any liability under said deductions.

#### ARTICLE X ASSOCIATION DUES

86A. Each Employer bound by this Agreement shall pay the Contractors Construction Association dues of fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.







- 87. Each Employer bound by this Agreement shall pay the Ohio Construction Information Association Fund five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month in which the work was performed.
- 88. The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way whatsoever with the Contractors Construction Association dues and the Ohio Construction Information Association Fund
- 89. The Employers will hold the Union harmless from any liabilities arising out of the terms of Paragraph 86A through and inclusive of Paragraph 88.

#### ARTICLE XI

#### TERM OF AGREEMENT

90. THIS AGREEMENT shall be effective as of May 1, 2010 and shall continue in force and effect through April 30. 2013 and thereafter, from year to year until terminated at the option of either party after sixty (60) days notice in writing to the other party.

#### **ARTICLE XII** SHIFT WORK

- 91. For purposes of overtime pay for multiple-shift operations, a work day shall be determined by starting time of the shift.
- 92. More than one (1) shift may be worked in any twentyfour (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer provided, however, that more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.



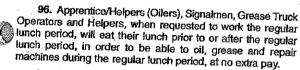
When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift.



#### **ARTICLE XIII**

#### REGISTERED APPRENTICES OR TRAINEES

- 93. Registered Apprentice or Trainee Engineers shall work under proper supervision of the Operating Engineer and under instruction of the Local Union. The Employer shall give ample opportunity for them to operate equipment under the supervision of the Operating Engineers whenever time and opportunity avails itself.
- 94. Registered Apprentice or Trainee Engineers employed on Operating Engineer's work shall receive the proper apprenticeship rate herein set for such work.
- 95. Work of the Firemen, Apprentice/Helpers (Oilers) and Signalmen shall include the getting up steam and greasing up, filling gas tanks and making the machines and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, or Signalman is required to make gas and diesel machines ready to operate before the regular starting time, such Oiler/Helper or Signalman shall be paid one-half (1/2) hour's pay at time and one-half (1-1/2) rate. If, at the discretion of the Employer, a Fireman is required to get up steam, grease steam machine and make same ready to operate before the regular starting time, then such Fireman shall be paid one (1) hour's pay at time and one-half (1-1/2) rate.



97. For every five (5) Operating Engineer Journeymen employed by the Company, there may be employed one (1) Registered Apprentice or Trainee Engineer through the refer-



40

ral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement.

#### **ARTICLE XIV**

#### ENFORCEMENT MEASURES AND FAVORABLE RATE PROVISIONS

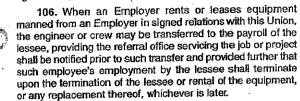
- 98. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.
- 99. When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above mentioned machine requires two (2) people, both people shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be considered a subcontractor and therefore come under the Subcontractor Clause.
- 100. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.
- 101. The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved.
- 102. All employees of the Employer shall be allowed time to vote on Election Day as required by law.
- 103. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. Nor shall it be considered a violation of the "no strike" clause, if the Union recognizes the aforestated legal picket line.



164. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to the Employer.



105. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations.



**ARTICLE XV** 

#### NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES

107. The Employer shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at, or around the company's office or work locations during the term of this Agreement.

108. Should a dispute arise among any of the parties, (Employee, Employer, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, the dispute will be settled in accordance with the following grievance procedure:

0

Step 1. The aggrieved employee shall first take up his/ her grievance orally with the Employer's Supervisor or Representative. He/she may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence, or discovery of the grievance, but in no event will



the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

Step 2. In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Contract Article affected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

Step 2a. The grievance may be considered by a designated representative of the Union and the Labor Relations Director of the Ohio Contractors Association, who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2a. is not utilized, or if no settlement can be reached in Step 2a. within five (5) days from the date the grievance is referred, then:

Step 3. The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the Ohio Contractors Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

Step 4. The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forly-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

109. The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

#### **ARTICLE XVI**

#### **DETERMINATION OF JURISDICTIONAL DISPUTES**

110. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Jurisdictional Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Jurisdictional Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other union, or unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Impartial Jurisdictional Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

111. This article of the contract will go into effect when the Impartial Jurisdictional Disputes Board re-establishes.

#### **ARTICLE XVII**

1-9

112. The Union and the Employers during the terms of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.



140



#### **ARTICLE XVIII**

#### SAVINGS AND SEPARABILITY

- 113. It is mutually agreed that if any clause, terms or provisions of this Agreement is, or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be, or become inoperative of any effect without disturbing other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.
- 114. In the event that any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.
- 115. Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.
- 116. Exhibits A, B, C and D attached hereto are made a part of this Agreement.
- 117. THIS AGREEMENT shall be effective as of May 1, 2010 and shall remain in force and in accordance with the terms of ARTICLE XI hereof. Wage rates and fringe payments shall be effective as designated herein.

IN WITNESS WHEREOF, WE, the undersigned, duty authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO), executed this Agreement on the 1st day of May, 2010.



#### LU.O.E. LOCAL 18 AND ITS BRANCHES (AFL-CIO)

S/PATRICK L. SINK Business Manager

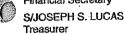
S/RICHARD E. DALTON President



S/STEVE D. DELONG Vice President

S/MARK A. TOTMAN Recording-Corresponding Secretary

S/PREMO P. PANZARELLO Financial Secretary



S/TIMOTHY D. HAMMOCK

S/GARY G. SIESEL Trustee

S/SCOTT R. STEVENSON Trustee

#### THE LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION

S/MARK STERLING S/DAN SMITH Negotiating Committee Co-Chairmen

S/MARK STERLING Labor Executive Committee Chairman

S/MARK POTNICK
Director, OCA Labor Relations & Safety Affairs





## EXHIBIT "A"

# WAGE CLASSIFICATIONS AND RATES OF PAY

### SCHEDULE I

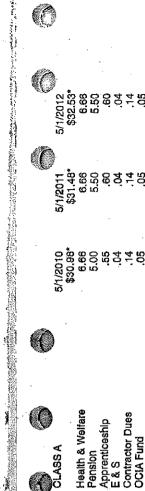
Covering the countles of Ashtabula, Cuyahoga, Erle, Geauga, Lake, Lorain, Medina, Portage and Summit, rates and fringes shall be effective as shown below:

5/1/2012	\$32.78*	6.86	2,50	99.	<b>.</b> 04	4	30.	90.	.05**
5/1/2011	\$31.73*	6.66	5.50	8	04	.14	S	80.	***50.
5/1/2010	\$31,23*	6.66	5.00	8. 8.	40.	4.	.05	80:	.05**
	-				-				
		Health & Welfare	Pension	Apprenticeship	(A)	Contractor Dues	OCIA Fund	Administration Fee	PAC

# **CLASSIFICATION: MASTER MECHANIC**

\*If additional funds are required for fringe benefits, they may be diverted from wages. tate de la latan

≥,	
g	
3	
5	
>	



\*If additional funds are required for fringe benefits, they may be diverted from wages. \*\*Voluntary

Administration Fee

PAC

# CLASSIFICATION:

Asphalt Plant Engineers (Cleveland District Only) Boller Operators, Compressors or Generators, when mounted on a rig Combination Concrete Mixers & Towers Concrete Plants (over 4 yds. capacity) Concrete Pumps Air Compressors on Steel Erection Sarrier Moving Machines Cableways

Granes-Self Erecting; stationary, track or truck (all configurations) Cranes (all types, Including Boom Trucks, Cherry Plokers) \*See paragraph 69 Cranes - Compact, track or rubber over 4,000 pounds capacity

Derricks Draglines Dredges (dipper, clam or suction)

5/1/2012

5/1/2011

\$31.38

Holsting Engines, on shaft or tunnel work Hydraulic Gantry (lifting system) Industrial-type Tractors Jet Engine Dryer (D8 or D9) Diesel Tractors Locomotives (standard gauge) Helicopter Crew (Operator-Holst or Winch) Alxers, paying (single or double drum) Elevating Graders or Euclid Loaders Maintenance Operators (Class A) Piledriving Machines (all types) Floating Equipment (all types) Mucking Machines Multiple Scrapers Holsting Engines Hoes (all types) Power Shovels Gradalls

50

Rall Tamper (with auto lifting & aligning device) Pefrigerating Machines (freezer operation) Tunnel Machines and/or Mining Machines Rough Terrain Fork Lift with winch/hoist Trench Machines (over 24" wide) fruck Mounted Concrete Pumps Rotary Drills, on calsson work Slip-Form Pavers Survey Crew Party Chiefs Quad 9 (double pusher) Wheel Excavators ree Shredders Prentice Loader ower Derricks Side Booms Tug Boats

88% W

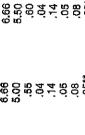












Administration Fee

Contractor Dues

**OCIA Fund** 

Apprenticeship

ension

If additional funds are required for fringe benefits, they may be diverted from wages. "Voluntary

## CLASSIFICATION:

Asphalt Pavers Automatic Subgrade Machines, self-propelled (CMI-type) Bobcet-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs. Boring Machine Operators (more than 48°) Buildozers Conorete Saws, vermeer type Endloaders Hortzontal Directional Drill (50,000 ft. lbs. thrust	
--	--

Material Transfer Equipment (shuttle buggy) Asphalt Lighting and Traffic Signal Installation Equipment Rotomills (all), Grinders and Planers of all types Trench Machines (24" wide and under) (includes all groups or classifications)
Maintenance Operators, Class B (Portage and Pettibone-Rail Equipment Summit countles only) sad Greasemen Power Scrapers Power Graders Push Cats

Rates are effective on jobs bid after 05/01/2010

Kolman-Loaders (production type-dirt)

Hydro Milling Machine

51

	0.1488.0	, v	5/1/2010	E/1/2011	#/4/9049	
	) ) ;	· <del>co</del>	\$29,84*	\$30.34*	\$31.39*	
	Health & Welfare	•	6.66	6.66	6.66	
	Pension		5.00	. 5.50	5.50	
	Apprenticeship		Ę,	8.	90	
	യ യ		9.	40.	40	
	Contractor Dues		7.	41.	41.	
	OCIA Fund		સ	.05	.05	
	Administration Fee		80	80	80	
	PAC		05**	.05**	**30.	
	*If additional funds are required for fringe benefits, they may be diverted from wages. **Voluntary	uired for fringe ben	ofits, the	y may be diverted f	rom wages.	
52	CLASSIFICATION:					
	A-Frames Air Compressors on tunnel work (low pressure)	work (low prassur		Power Boilers (over 15 lbs. pressure) Pump Operators, installing and opera	Power Boilers (over 15 lbs. pressure) Pump Operators, installing and operating well-	-Mell-
	Articulating/straight bed end dumps if assigned	d dumps if assigne		points	2	
	(minus \$4.00 per nour) Asphalt Plant Engineers (Portage and Summit	ortage and Summ		Pumps (4. and over discharge) Rai!road Tie Inserter/Remover	alscharge) //Remover	
	Counties only)			Rollers, Asphalt		
	Boboat-type and/or Skid Steer Loader with or	teer Loader with or		Rotovator (Ilme-soll stabilizer)	stabilizer)	٦
	Witholut attachments Flighway Drills (all types)		Đ	witch and 116 famp allgring device)	swiron and Tie tampers (without minig and alloning device)	ē
	Locomotives (narrow gauge)	(e)		Jtillty Operators (small equipment)	nall equipment)	
	Material Hoist/Elevators		•	Welding Machines		
•	was concessioned than was agained the same and the same of the sam	more than emag capacity)		*Rates are effec.	วก jobs bld a. บร/	5/01/201
					Statistical and the state of th	THE STATE OF THE S
	CASSD O	V/S	5/1/2010	5/1/2011	5/1/2012	-
	Health & Welfare		\$28.62* 6.66	\$29.12* 6.86	\$30.17*	
	20000		•		11:	

MSS D	Ò	5/1/2010	5/1/2011	5/1/2012
		\$28.62*	\$29.12*	\$30.17*
Health & Welfare		6,58	6.66	6.68
Pension	-	5.00	5.50	550
Apprenticeship		.05	99	86
о Э И		.04	.04	40.
Contractor Dues		4	14	77
OCIA Fund		.05	.05	
Administration Fee		90.	80,	80
TAC		***50.	.00.	.05**
"If additional funds are required for fringe benefits, they may be diverted from wages. ""Votuntary	s required for fring	ye benefits, they r	nay be diverted fro	m wages.

CLASSIFICATION;
Backfillers
Ballast Re-Locator
Bats, Joint and Mesh Installing Machines
Borting Machine Operator (48" or less)
Bull Floats
Conveyors (highwa Borting Machine Operator (48" or less)
Bull Floats

Burlap and Curing Machines
Concrete Plants (capacity 4 yds. and under)
Concrete Saws (multiple)
Conveyors (highway)
Crushers
Deckhands
Farm-type Tractors, with attachments (highway)
(continued on next page)

53

Power Brush Burners Power Form Handling Equipment Road Widening Trenchers Road Widening Trenchers Rollers (brick, grade, macadam) Self-propelled Power Spreaders Self-propelled Power Subgraders Steam Firemen Survey Instrumentmen Tractors, pulling sheepfoot roller or grader Vibratory Compactors, with integral power	
Finishing Machines Firemen, Floating Equipment (all types) Fork Lifts (highway), except masonry Form Trenchers Hydro-Hammers Hydro-Seeders Pavement Breakers Plant Mixers Post Drivers Post Drivers	

	1/2012 \$24.88* \$.66 5.50 .60 .04 .14 .05 .05 .08	<b>s</b>
	\$24.88° \$24.88° 6.66 6.60 0.4 1.14 0.05 0.05 0.05 0.05	
	\$23.83* \$23.83* 6.66 5.50 .60 .04 .14 .05 .05	, and the second
	### 5/1/2012   5/1/2011   5/1/2012   5/1/2012   5/1/2012   5/2.83*	
60.		are required for 1
	CLASS E Health & Welfare Pension Apprenticeship E & S Contractor Dues OCIA Fund Administration Fee	"If additional funds "*Voluntary
	CLASS CLASS CLASS Contro Contro Contro PAC	¥ } 

55

Masonry Fork Lifts
Oil Heaters (asphalt plant)
Power Driven Heaters
Power Sweepers and Scrubbers
Pumps (under 4" discharge)

Signalmen Survey Rodmen or Chainmen Tire Repairmen VAC/ALLS

pounds capacity Drum Firemen (asphalt plant) Fueling and Greasing +\$3.00 (see paragraph 81B)

Generators Inboard-Outboard Motor Boat Launches

highway) Cranss—Compact; track or rubber under 4,000

Apprentice/Hetper (Oiler) Compressors (portable, sewer, heavy and

CLASSIFICATION:

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 36 of 226 PAGEID #: 523

#### APPRENTICESHIP SCHEDULE

First Year Registered Apprentice 50% of Class "A" rate Second Year Registered Apprentice 60% of Class "A" rate Third Year Registered Apprentice 70% of Class "A" rate Fourth Year Registered Apprentice 80% of Class "A" rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

#### REGISTERED TRAINEE SCHEDULE

First Year Registered Trainee 60% of Buildozer rate Second Year Registered Trainee 60% of Buildozer rate Third Year Registered Trainee 75% of Buildozer rate Fourth Year Registered Trainee 90% of Buildozer rate

#### SURVEY CREW TRAINEE SCHEDULE

First Year Rodmen and Chainmen 70% of classification rate First Year Instrumentman trainee rate 50 cents less than Instrumentman classification



#### FIELD MECHANIC TRAINEE SCHEDULE

First Year 50% of Class "B" rate Second Year 60% of Class "B" rate 70% of Class "B" rate FourthYear 80% of Class "B" rate

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.



For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "industrial and Building Site work, Power Plant, Amusement Park, Athletic Stadium Site Work, and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work", the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).



3







57

56

son, Marion, Meigs, Mercer, Mlarni, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Plokaway, Pike, Preble, Putham, Richland, Ross, Sandusky, Scloto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Mayne, Williams, Wood and Wyandot In the State of Ohlo, and Including Boone, Campbell, Kenton and Pendleton Countles in Kentucky, rates Highland, Hooking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madi-Fayette, Franklin, Fulton, Gallle, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butter, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Deflance, Delaware, Fairfield,

\$31.29* \$31.29*	000	8 5	4	r.	3 5	, to	3.
5/1/2011 \$30.24* 6.66	5.50	89.	Q. ;	. 41	Ö.	80.	.05.
wn below: 5/1/2010 \$29.74*	5.00	55,	9	14		80	**50
( ) ( ) ( ) ( )						-	
tive a						•	-
In the State of Onlo, and including Councilling as shown below: and fringes shall be effective as shown below: 571/20	Health & Welfare	Pension	Apprenticeship	in S	Contractor Dues	OCIA Fund	Administration Fee

## CLASSIFICATION: MASTER MECHANIC Administr PAC

\*If additional funds are required for fitings benefits, they may be diverted from wages. } ) Juntary

				2000
CLASSA		5/1/2010 \$29.49*	\$29,99	\$31.04*
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		8 88	6,66	6.66
Health & Wellare		00.00	5.50	5,50
rension		55	09	9.
Apprenticesnip		40	70	04
n S L		7	14	4
Contractor Dues		<u> </u>	. C	50.
OCIA Fund		80, 80	Ę	80
Administration Fee		\$ \$0	.05	***80.
rac		: : : : : : : : : : : : : : : : : : :	14 C C 15 C C C C C C C C C C C C C C C C	400 CAT 600 CA
*If additional funds are required for fringe benefits, they may be diverted including wages.	are required for fr	ringe benetits, they	may be diverted in	oe wagos.
"Voluntary				

## CLASSIFICATION:

59

Boller Operators, on compressors or generators, Combination Concrete Mixers & Towers Concrete Plants (over 4 yds. capacity) Air Compressors, on steel erection Barrier Moving Machines when mounted on a rig Concrete Pumps Cableways

pounds capacity Oranes-Self Erecting; stationary, track or trúck (all Cranes (all types, Including Boom Trucks, Cherry Pickers) \*See paragraph 63 Cranes-Compact; track or rubber over 4,000 configurations) (continued on next page)

Derricks Draglines

Prentice Loader Quad 9 (double pusher) Guad 9 (double pusher) Rail tamper (with auto lifting & aligning device) Rail serving Machines (freezer operation) Rotary Drills, on calsson work Rough Terrain Fork Lift with winch/hoist Side Booms Side Form Pavers	Survey Crew party Chlefs Tower Derricks Tree Shredders Trench Machines (over 24" wide) Truck Mounted Concrete Pumps Tug Boats Tug Boats Tunnel Machines and /or Mining Machines Wheel Excavators		61/2011 5/1/2012		* *	e diverted from wages.	Lead Greasemen Lightling and Traffic Signal Installation Equipmen (includes all groups or classifications) Maintenance Operators, Class B (Portage and Summit counties only) Material Transfer Equipment (shuttle buggy) Asph Power Graders Power Scrapers Power Scrapers Push Cats Rotomille (all), Grinders and Planers of all types Trench Machines (24" wide & under) *Rates are effective on jobs bid after 05/01/2010
(dipper, clam or suction) (Graders or Euclid Loaders Equipment (all types) er Crew (Operator-Holst or Winch) types) Engines, on shaft or tunnel work	Hydraulin Gantry (inting system) Industrial-type Tractors Industrial-type Tractors Jet Engine Divers (D8 or D9) Diesel Tractors Locomotives (standard gauge) Maintenance Operators (Class A) Mixer, Paving (single or double drum) Truck Mounted Col Truck Mounted	And the second s	671/2010 6		ctor Dues Fund Istration Fee	"If additional funds are required for filinge benefits, they may be diverted from wages. "Voluntary CLASSIFICATION:	Asphalt Pavars Automatic Subgrade Machines, self-propelled (CMI-Type) Boboat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs. Boring Machine Operators (more than 48") Buildozers Buildozers Endioaders Footorete Saws, vermeer type Endioaders Hydro Milling Machine Kotman Loaders (production type-dirt) *Rates are effectl
Dredges Elevating Floating Gradalls Helicopt Hose (al	Hydr Indu Jet E Locc Mair Mur Mur Pile Pile			H P A	Admil Admil	등	& 4 _ W _ Q Q Q P I _ IS
•						EHOMEON	a I will take to demonstrate the individual of the application analytic part.

0 1211	CLASS C	\$28.33* \$28.33* 6.66 5.00 5.04 .04 .14 .05* .05* ed for fringe benefits, th	\$28.83* \$28.83* \$.66 5.60 .04 .14 .14 .05 .05 .05	\$20.88* \$20.88* 5.50 5.50 .04 .04 .05 .05 .05** rom wages.	
62	**Voluntary CLASSIFICATION: A-Frames Ariculating/straight bed end dumps if assigned (minus \$4.00 per hour)* Asphalt Plant Engineers Bobcat-type and/or Skid Steer Loader with or without attachments Highway Drills (all types) Locomotives (narrow gauge) Material Host/Elevators Asphalt Host/Elevators Ages, concre—(more than or age capacity) Ages, concre—(more than or age)	on:  15. on tunnel work (low pressure)  15. on tunnel  16. on tunn	Power Bollers, (over 15 lbs. pressure) Pump Operators, Installing and operating welf-points Pumps (4" and over discharge) Railroad Tie Inserter/Remover Rollers, asphalt Rotovator (line-soil stabilizer) Switch & Tie Tampers (without litting & aligning device) Utility Operators (small equipment) Welding Machines *Rates are effection in jobs bld & Schol/201	r 15 iba. pressure) stalling and operal discharge) r/Remover stabilizer) rrs (without lifting and equipment) mall equipment)	perating well-points perating well-points ting & aligning
-	0	0			
<b>63</b>	CLASS D  \$11/2010 5/1/2011 5/1/2012  \$27.65 \$28.70  Health & Welfare 6.66 6.66 6.86  Fension 5.00 5.50 5.50  Apprenticeship 5.00 5.50 6.60  Contractor Dues 6.04 6.04 6.04  Contractor Dues 6.04 6.04 6.04  Administration Fee 6.08 6.08 6.08  Administration Fee 6.08 6.08 6.08  *If additional funds are required for fringe benefits, they may be diverted from wages.**Voluntary	\$27,15* 6.66 5.00 5.00 .04 .14 .05** lired for frlinge benefits, th	\$27,65* \$27,65* 6.86 5.50 .04 .14 .14 .05 .08 .08 .09 they may be diverted	5/1/2012 \$28.70* 6.86 5.50 .04 .14 .05 .08 .08 .06**	
	CLASSIFICATION: Backfillers Ballast Re-Locator Bars, Joint & Mesh Installing Machines Batch Plants Boring Machine Operators (48" or less) Bull Floats Burlap & Curing Machines	g Machines (48" or less)	Concrete Plants (capacity 4 yds. & under) Concrete Saws (multiple) Conveyors (highway) Crushers Deckhands Farm-type Tractors, with attachments (highway), except masonry Finishing Machines (continued on next)	apacity 4 yds. & uriliple) sy) , with attachments, with attachments	/ds. & under) chments (highway), (continued on next page)

Inboard-Outboard Motor Boat Launches Masonry Fork Lifts Oll Heaters (asphalt plant) Power Driven Heaters Power Sweepers and Scrubbers Fumps (under 4" discharge) Signalmen Survey Rodmen or Chainmen Tire Repairmen

Apprentice/Helper (Oiler)
Compressors (portable, sewer, heavy and highway)
Cranes-Compact; track or rubber under 4,000

CLASSIFICATION:

pounds capacity
Drum Firemen (asphalt)
Fuelling and Greasing + \$3.00 (see paragraph 81B)
Generators

Power Form Handling Equipment Road Wildening Trenchers Rollers (brick, grade, mecadam) Self-propelled Power Spreaders Self-propelled Power Subgraders Steam Filremen Survey Instrumentmen Tractors, pulling sheepfoot roller or grader Vibratory Compactors, with Integral power		na zamanina militarjining kata ili palika pilata ing isa pasa pilata ing isa pangangan palabangan batan bara b		\$71/2010 5/1/2011 5/1/2012 \$21.69 \$22.19* \$23.24* 6.66 6.66 6.66 5.00 5.50 6.0 .04 .04 .04 .14 .14 .14 .05 .05 .06 .05**	If additional funds are required for fringe benefits, they may be diverted from wages. **Voluntary
ant (all types) auger)		Company of the Control of the Contro	()		equired for fring
Firemen, Floating Equipment (all types) Fork Lifts (highway) Form Trenchers Hydro Hammers Hydro Seeders Pavement Breakers Plant Mixers Post Drivers Post Hole Diggers (power auger)			6	CLASS E Health & Welfare Pension Apprenticeship E & S Contractor Dues OCIA Fund Administration Fee	onal funds are re ary
Fremen, Floatin Fork Lifts (highw Fork Trenchers Hydro Seeders Pavement Break Plant Mixers Post Drivers Post Hole Diggé Power Brush Bu				CLASS E Health & Welfa Pension Apprenticeship E & S Contractor Due OCIA Fund Administration PAC	"If additions 7. "Voluntary

()

#### APPRENTICESHIP SCHEDULE

See a section of the section of the

First Year Registered Apprentice – 50% of Class "A" rate Second Year Registered Apprentice – 60% of Class "A" rate Third Year Registered Apprentice – 70% of Class "A" rate Fourth Year Registered Apprentice – 80% of Class "A" rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

#### REGISTERED TRAINEE SCHEDULE

First Year Registered Trainee – 60% of Bulldozer rate Second Year Registered Trainee – 60% of Bulldozer rate Third Year Registered Trainee – 75% of Bulldozer rate Fourth Year Registered Trainee – 90% of Bulldozer rate

#### SURVEY CREW TRAINEE SCHEDULE

First Year Rodmen and Chainmen 70% of classification rate First Year Instrumentman trainee rate Fitty cents (\$.50) less than Instrumentman classification

#### FIELD MECHANIC TRAINEE SCHEDULE

First Year 50% of Class "B" rate 60% of Class "B" rate 70% of Class "B" rate 80% of Class "B" rate

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

#### SPECIAL RATES

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site Work, Power Plant, Amusement Park, Athletic Stadium Site Work and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work," the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

#### EXHIBIT "B" AFFIRMATIVE ACTION PROGRAM

- 1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.
- 2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.
- 3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

#### A. APPRENTICESHIP

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:



- 1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.
- 2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.
- 3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.
- Provide application forms for apprenticeship and adequate instruction for property preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.
- 5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.
- 6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.
- 7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.
- 8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.
- 9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well

- as the operation and maintenance of the same and teach him/ her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.
  - 10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:
  - A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;
- B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and
- C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and
- D. The education, training requirements and disciplines of registered apprentices shall be governed by the Joint Apprenticeship and Training Committee and its standards.

#### **B. JOURNEYPERSONS**

- 1. The parties will undertake a joint training program to assure equal opportunity to all journeypersons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.
- 2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.
  - 3. Each member of the Local will be advised of this Agree-

69



ment and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

#### EXHIBIT "C" SURVEY CREW PROVISIONS

The following provisions for Survey Crews are additions or amendments to the Master Agreement:

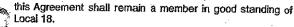
#### 1. UNION SECURITY

Provisions of Article II, Paragraphs 8 and 9 of the Field Agreement shall apply to all employees except to Party Chiefs as provided below.

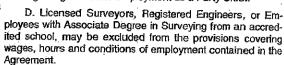
#### PARTY CHIEFS

Subject to the provisions and limitations of the National Labor Relations Act, as amended:

- A. All Party Chiefs who are members of Local 18 or its branches of the International Union of Operating Engineers on the effective date of this Agreement, or who have been members of Local 18 or its branches within the past twelve (12) months shall become and remain members of Local 18 in good standing as a condition of employment.
- B. Any bargaining unit employee promoted to or who becomes a Party Chief subsequent to the effective date of



C. Any Party Chief hired subsequent to the effective date of this Agreement shall become and remain a member in good standing of Local 18, on or after the eighth (8th) day following the beginning of his/her employment as a Party Chief.



E. It is agreed a letter was given to the Labor Relations Division of the Ohio Contractors Association, by Local 18 and its branches of the International Union of Operating Engineers, making provisions for special coverage for Party Chief wage payment including fringes for contractors who have, prior to the date of this Agreement, included such Party Chiefs on management payroll.

#### 2. HIRING AND LAYOFF PROCEDURES

A. The Employer shall be required to hire through the Union referral the Instrumentman, Rodman and Chainman, except if the Union has no registered applicant who has one (1) year or more experience as an Instrumentman, Rodman or Chainman. If the Union cannot furnish an Instrumentman. Rodman or Chainman, then the Employer may employ such persons directly. When the Union is unable to furnish through the referral applicants with at least one (1) year's experience, the Employer may employ Trainees and pay at the rate listed in Exhibit A Wage Classifications and Rates of Pay.

B. The Employer will notify the Union District Office of all new employees hired outside of the referral on the date the employee starts to work. The Union shall furnish to the Employer individual employment record forms and the Employer will require all newly hired employees to fill out such forms. The Employer shall mail such employment record forms to the appropriate Union District Office within three (3) days of the hinng of the new employee.

C. Providing the employment is in accordance with the Agreement, the Union shall, at all times, when requested by

the Employer, use its best efforts to furnish the Employer with competent employees.

D. The size of the Field Survey Crew will be determined by the Employer...

E. When an Employer has need for a Survey Crew, the crew shall be hired in the order of: Party Chief, then Instrumentman, Chainman and Rodman, if qualified.

F. Layoffs shall normally be made in the reverse order of hiring, except it is understood an Employer who employs more than one (1) Survey Crew may transfer his more skilled personnel to another Crew without regard to classification and retain his more skilled personnel during layoff; i.e., a Party Chief or Instrumentman may be retained as a Rodman or Chainman on a Crew other than the Crew in which they had worked during the year.

G. The Rodman and Chainman will be on weekly-pay guarantee May 1 through November 1 only. November 1 through April 30 the Rodman and Chainman will be on either the hourly-pay or day-pay guarantee.

#### EXHIBIT "D" PERMANENT SHOP PROVISIONS

The following provisions for employment of Permanent Shop employees by the Employer are additions or amendments to the Master Agreement.

Work Scope

The Agreement shall cover all maintenance work performed in the Employer's home base Permanent Shop, but shall not cover employees working as clerks or supervisors. Full-time Parts Countermen shall be included in this bargaining unit.

To qualify as a Permanent Shop for purposes of this Agreement, any Employer may qualify his operation as "permanent by evidence of employing full-time Mechanics, Welders, Parts Men, Janitors or any combination thereof on an annual basis at a specific geographical location.

It is agreed that the provisions of Article XII, Paragraph Page 40 of the Master Agreement, shall be incorporated into and applied to multiple shift operations at all Permanent Shop locations.

2. Hiring Procedure

A. The Employer may hire employees in a manner determined by the Employer, However, the Employer may call the Union for employees and the Union will use its best efforts to supply qualified employees when requested to do so. Newly hired employees will be required to complete a questionnaire furnished to the Employer by the Union, and the Employer shall mail within three (3) days of hire a copy of the questionnaire to the appropriate Union District Office.

B. Yearly review: The Employer shall conduct a merit review of its Employees in the Permanent Shop no less than annually. If the annual review is not conducted, and after the request of the Employee, the Employer shall conduct such review within sixty days or the Employee shall automatically progress to the next class. The Employer shall advise the Employee, at the meeting called for that purpose, of the Employee's progression within the company. The Employee may, at his/her option, invite a union business representative to be present during the interview.

C. If an employee is laid-off he/she shall have recall rights for up to one (1) year after initial lay-off, provided he/she has the experience and qualifications as determined by the Employer to do the job.

3. Union Security

All present employees who have been with the company for sixty (60) days or longer who are not members of the Local Union shall become and remain members in good standing of any one of said Locals as a condition of employment, on and after the eighth (8th) day following the effective date of this sub-section. Any employee with less than sixty (60) days service with the company at the date of this Agreement, or any employee hired after the effective date of this Agreement shall become and remain a member in good standing with any of the said Local Unions as a condition of employment on or after the sixtieth (60th) day following the date of hire.

4. Vacancies Employer may fill vacancies by promotion.

Transfers



#### TRANSFER OF SHOP MECHANICS TO FIELD

Permanent Shop Mechanics may not transfer to field operations except on a temporary basis as follows:

A. The Employer must notify the Union of the duration of said transfer.

B. The Shop Mechanic must work in conjunction with the Field Mechanic on all overtime work.

C. The Shop Mechanic who is working in the field on a temporary basis shall receive the greater of the field rate or the Permanent Shop rate.

D. When an Employee is requested to go to work outside of the home base Permanent Shop, the Employee shall be paid for time spent in traveling at his/her regular home base Permanent Shop rate or overtime rate as the situation re-

E. If an Employee is dispatched from his/her home to a job, any travel time after one hour shall be compensated by the Employer.

#### TRANSFER OF FIELD PERSONNEL TO SHOP

Any Field Mechanic who works in the shop on a temporary basis (winter months, November 1 through May 1), will be paid the appropriate shop wage rate, but fringes shall be paid on the basis of the Master Agreement.

Overtime Provisions

Oversime Provisions

Eight (8) hours of work shall constitute a normal day's work and forty (40) hours shall constitute a week's work. Employees shall work overtime hours when requested to do so by the Employer and they shall receive time and one-half (1-1/2) for any hours worked in excess of eight (8) hours per day, or forty (40) hours in any one week, whichever is greater, but not both.

An Employer may, however, have the option of working a four-ten hour schedule at straight-time rates (Monday through Thursday). No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten schedule, an additional ten (10) hours wages and fringes at straight-time rates for the holiday, except when the holiday falls on Friday, in which case the employee will receive eight (8) hours wages and fringes for the holiday. If the Employer elects, upon notification to work a four-ten hour week schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten schedule must be by the week. No Friday make-up day is allowed.

An employee shall be paid time and one-half (1-1/2) for work performed on Saturday except if an employee is absent through the work week for unapproved reasons, in which case the employee will be paid only on the basis of overtime over eight (8) hours per day or over forty (40) hours per week, whichever is greater. An employee may be required to show proof of illness by securing a doctor's statement.

Double time the regular rate shall be paid for all work performed on Sunday and holidays listed in this Agreement.

7. 40 Hour Guarantee

Workmen employed under the terms of this Agreement commencing work on Monday shall be guaranteed forty (40) hours work for that week. Employees starting on Tuesday, thirty-two (32) hours, Wednesday, twenty-four (24) hours, etc. Any employee to receive the weekly guarantee must report for work each day at starting time and remain on the job for the time requested by the Employer.

8. Health and Welfare Payments

Employers will pay Health and Welfare payments as outlined under terms of the Master Agreement and as also outlined in EXHIBIT "D" wage scale.

9. Pension

Shop employees who presently are having pension payments made to the Ohio Operating Engineers Pension Program will continue to have such payments made by their

It is agreed the Employer shall make appropriate payments to the Central Pension Fund of the Operating Engineers

for each hour paid to any shop Employee.

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 46 of 226 PAGE #: 533

10. Apprenticeship

No Apprenticeship fringe payments are required for shop employees except as specified herein.

11. Education and Safety Fund

Employers are required to pay to the Education and Safety Fund as outlined under the terms of the Master Agreement to be effective on the date of ratification of the Shop Agreement.

12. Paid Holidays

It is agreed employees with the Employer shall be eligible for eight (8) hours pay at their regular rate for the following holidays;

New Year's Day Memorial Day (last Monday in May) Independence Day Labor Day Thanksgiving Day Christmas Day

providing the following eligibility rules are met:

- 1. The employee has sixty (60) calendar days of home base Permanent Shop employment with the Employer.
- The holiday is celebrated on a work day, Monday through Friday. (Holidays falling on Sunday normally are observed on Monday.)
- 3. Employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday except it is understood that if the holiday falls during an employee's vacation period, he/she shall be paid for the holiday.

It is understood that holiday pay shall not be counted as hours worked for purposes of overtime pay.

All work performed on one of the holidays listed herein shall be paid at the rate of double time.

13. Vacation Pay

An employee who has at least one (1) year continuous service, but less than two (2) years service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to one (1) week vacation with pay for the year. One (1) weeks pay shall

be for forty (40) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least two (2) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to two (2) weeks vacation with pay for the year. Two (2) weeks pay shall be eighty (80) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least ten (10) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to three (3) weeks vacation with pay for the year. Three (3) weeks pay shall be 120 hours at the employee's regular rate of pay at time of his/her vacation.

One (1) year continuous service shall be defined as ten (10) months employment within a twelve (12) month period.

Employees who have had at least one (1) year of continuous service as defined above, and whose employment is terminated for any reason shall be paid for all vacation earned but not received on a 1/12 pro rata basis for each full month of employment during the year. An Employee who leaves the employ of the Employer by voluntary resignation shall be eligible for uneamed vacation pay only if thirty (30) days advance notice is given.

Vacation schedules shall be determined by the Employer and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period convenient to Employees. Employees may state their first, second and third choices of time they wish to take their vacation.

14. Insurance for Employees' Tools

Shop Mechanics shall use their own tools to the extent customary in the trade and as outlined in provisions of the Master Agreement. The Employer shall replace or repair any tools that are (1) stolen in a proven theft when the tools are on Employer property, or (2) broken when performing work under this Agreement, provided the Shop Mechanic complies with the conditions of this paragraph. All Shop Mechanics shall provide the Employer with an up-to-date tool inventory list. This list shall be reviewed and subject to approval by the supervisor of the Shop Mechanic. If a tool is not listed on this





#### #: 18-1 Filed: 05/30/13 Page: 47 of 226 PAGEID #:

list, it shall not be eligible for repair or replacement. The Employer will provide direct replacement for the tools, or the toolbox caster, on the tool inventory list from those vendors that the Employer deals with on a regularly scheduled basis. Should the vendors that regularly supply the Employer be unable to supply a like-quality tool, or the Shop Mechanic chooses not to change brand names, then that Shop Mechanic may purchase or replace the tool on his/her own and be reimbursed upon submission of proof of purchase to the Employer. Tools and/or toolboxes which are stolen, destroyed by fire or by acts of God on the conduct of the Employer's authorized business or from locked authorized vehicles, as evidenced by proof of loss in a police report shall be replaced by the Employer on a twenty-four (24) hour basis unless the Shop Mechanic decides to utilize another source than the regularly scheduled vendors of the Employer.

15. Wage Rates

Wage Zone 1 shall include the counties of Cuyahoga,

Lake, Geauga, Summit and Portage. Wage Zone 2 shall include all remaining counties of Ohio except Mahoning, Trumbull and Columbiana, and shall include counties of Boone, Campbell, Pendleton and Kenton

in Kentucky. Any present employee working under this Agreement shall not suffer a reduction in rate classification and shall receive any wage increase negotiated added to their existing rate.

#### **EXHIBIT "D" Permanent Shop Provisions**

Wage Schedule

Following are wage zones, rates and classifications which are effective on dates shown:

ner.	ZONE I		
ran	'5/1/2010	5/ <b>1/</b> 2011	5/1/2012
Shop Mechanic Class A Class B Class C Class D Class E Class E Class G Class G Class H Class I Class J Parts Counter Man Janitor	\$23.74* 23.03* 22.31* 21.04* 19.75* 18.50* 16.59* 15.28* 13.99* 12.91* 16.22* 13.17*	\$24.49* 23.78* 23.06* 21.79* 20.50* 19.25* 17.34* 16.03* 14.74* 13.66* 16.97* 13.92*	\$25.24* 24.53* 23.81* 22.54* 21.25* 20.00* 18.09* 16.78* 15.49* 14.41* 17.72* 14.67*
H&W Pension E&S Contractor Dues OCIA Fund Administration Fee PAC	6.66 2.10 .04 .14 .05 .08 .05**	6.66 2.10 .04 .14 .05 .08 .05**	6.66 2.10 .04 .14 .05 .08 .05**
	Shop Mechanic Class A Class B Class C Class D Class E Class F Class G Class H Class I Class J Parts Counter Man Janitor H&W Pension E&S Contractor Dues OCIA Fund Administration Fee	PERMANENT SHe	PERMANENT SHOP

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary



#### Dase: 2:13-ev-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 48 of 226 PAGEID #: 535

	ZONE II			4
PEF	RMANENT SH	OP		6
	5/1/2010	5/1/2011	5/1/2012	
Shop Mechanic Class A Class B Class C Class D	\$23.47* 22.72* 22.03* 20.81* 19.48*	\$24.22* 23.47* 22.78* 21.56* 20.23*	\$24.97* 24.22* 23.53* 22.31* 20.98*	(
Class E Class F Class G Class H Class I Class J Parts Counter Man Janitor	18.19* 16.27* 14.98* 13.65* 12.63* 15.92* 12.86*	18.94* 17.02* 15.73* 14.40* 13.38* 16.67* 13.61*	19.69* 17.77* 16.48* 15.15* 14.13* 17.42* 14.36*	
H&W Pension E&S Contractor Dues OCIA Fund Administration Fee PAC	6.66 2.10 .04 .14 .05 .08 .05**	6.66 2.10 .04 .14 .05 .08	6.66 2.10 .04 .14 .05 .08	

<sup>\*</sup>If additional funds are required for fringe benefits, they may be diverted from wages.

#### ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Truste as if made by the undersigned.

	Name of Employer (Print	ed)		
	Employer Address	-		· · · ·
	City	State		Zip Code
þ	Area Code & Telephone		-	
	Authorized Employer Rep	presentat	ive (Signature)	(Date)
)	Authorized Employer Rep INTERNATIONAL UNION LOCAL 18 AND ITS BRA	OF OPE	ERATING ENGIN	VEERS,
	Union Representative (Si	ignature)	<del></del>	
)	CONTRACTORS COPY		(ORIGINAL SI	GNATURE)

80

<sup>\*\*</sup>Voluntary

Case: 2:13-cv-00357-ALM-TPK Doc #:		ACCEPTANCE OF AGREEN In consideration of the benefits to be de-	IENT
	-	good and valuable consideration, the undersigner successors, although not a member of the 1 Division of the Ohio Contractors Association, d	gned contracto abor Relations oes hereby joir
		in, adopt, accept and become a party to the col ing agreement heretofore made by the Labor sion of the Ohio Contractors Association with the	lective bargain Relations Divi re Internationa
		Union of Operating Engineers, Local 18 and (AFL-CIO) including all of the provisions ther pertaining to contributions to Trust Funds provi & Welfare, Pension, Apprenticeship Training	ein, and those iding for Health
		fringe benefits and agrees to be bound by an ment hereafter entered into between these part to make contributions as required and authorize	y Trust Agree- ies and agrees
		to name the Trustees to administer said funds a accepts such Trustees and the terms and co Trusts as if made by the undersigned.	and ratifies and
	-	Name of Employer (Printed)	
		Employer Address	
		City State	Zip Code
		Area Code & Telephone	
	-	Authorized Employer Representative (Signature	) (Date)
•	6 A C	Authorized Employer Representative (Printed) INTERNATIONAL UNION OF OPERATING ENG	SINEERS
		LOCAL 18 AND ITS BRANCHES (AFL-CIO)	· ·
		Union Representative (Signature)  HEADQUARTERS COPY (ORIGINAL)	SIGNATURE)
	T. T	For Headquarters Use Only CODE	
		CODE	

.

\*

-

In consideration of the benefits to be der good and valuable consideration, the undersig of successors, atthough not a member of the L Division of the Ohio Contractors Association, din, adopt, accept and become a party to the colding agreement heretofore made by the Labor sion of the Ohio Contractors Association with the Union of Operating Engineers, Local 18 and (AFL-CIO) including all of the provisions then pertaining to contributions to Trust Funds provisions and the Verliare, Pension, Apprenticeship Training, fringe benefits and agrees to be bound by an ment hereafter entered into between these part on make contributions as required and authorize to name the Trustees to administer said funds a accepts such Trustees and the terms and contrusts as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  International Union of Operating End	Name of Employer (Printed)  Employer Address  City State Zip Code  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)	- Ca	tst		4	3-	C۷	-OC	35	7-7	AL.	<mark>l√l</mark> -	11	'K	D	00	c #		81	-1	Fi	ed	: O	30/	/1:	l3 P	age	: 50	) of	22	6 I	PΑ	ĞĒ	ID#	53	7
good and valuable consideration, the undersign or successors, although not a member of the L Division of the Ohio Contractors Association, din, adopt, accept and become a party to the colding agreement heretofore made by the Labor sion of the Ohio Contractors Association with it Union of Operating Engineers, Local 18 and (AFL-CIO) including all of the provisions then pertaining to contributions to Trust Funds provide Welfare, Pension, Apprenticeship Training, fringe benefits and agrees to be bound by an ment hereafter entered into between these part to make contributions as required and authorize to name the Trustees to administer said funds a accepts such Trustees and the terms and contrust as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS	good and valuable consideration, the undersigned contract or successors, although not a member of the Labor Relation Division of the Ohio Contractors Association, does hereby jo in, adopt, accept and become a party to the collective bargain ing agreement heretofrore made by the Labor Relation Union of Operating Engineers, Local 18 and its Branche (AFL-CIO) including all of the provisions therein, and the pertaining to contributions to Trust Funds providing for Iteration and Engineers (AFL-CIO) including all of the provisions therein, and the pertaining to contributions to Trust Funds providing for Iteration and Engineers (AFL-CIO) including all of the provisions therein, and the pertaining to contributions to Trust Funds providing for Iteration and Engineers (AFL-CIO) including all of the provisions therein, and the pertaining to contributions or Trust funds and ratifies an accepts such Trusteers and agrees to be bound by any Trust Agree to make contributions as required and authorizes these partie to name the Trustees and the terms and conditions of the Trustees such Trustees and the terms and conditions of the Trustees such Trustees and the terms and conditions of the Trustees such Trustees and the terms and conditions of the Trustees and the terms and condit																										Æ	CCI	EP1	AN	CE	OF	AG	REE	1EN	T
in, adopt, accept and become a party to the coling agreement heretofrore made by the Labor sion of the Ohio Contractors Association with it Union of Operating Engineers, Local 18 and (AFL-CiO) including all off the provisions then pertaining to contributions to Trust Funds provising the pertaining to contributions to Trust Funds provising the pertaining to contributions at Debug by an ment hereafter entered into between these part to make contributions as required and authorize to name the Trustees to administer said funds a accepts such Trustees and the terms and con Trusts as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS	in, adopt, accept and become a party to the collective bargation gargeement herotore made by the Labor Relations Dission of the Ohio Contractors Association with the Internation Union of Operating Engineers, Local 18 and its Branch (AFL-CiO) including all of the provisions therein, and thos pertaining to contributions to Trust Funds providing for Heal & Welfare, Pensich provisions therein, and thos pertaining to contributions to Trust Funds providing for Heal & Welfare, Pensich provisions therein, and thos pertaining to contributions to Trust Funds providing for Heal & Welfare, Pensich provisions therein, and those pertaining to contributions to Trust Funds providing for Heal & Welfare, Pensich provisions therein, and those pertaining to contributions to Trust Funds and agree to be bound by any Trust Agree to the fingle benefits and agrees to be bound by any Trust Agree to the fingle benefits and agrees to be bound by any Trust Agree to the fingle benefits and agrees to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to name the Trustes to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to be bound by any Trust Agree to the fingle benefits and agree to										٠					٠							٠.	The second secon		good	and	valua ors, a	ble c altho	consid ugh i	derat not a	tion, ı me	the i	undersi of the	gned Labo	contra
(AFL-CIO) including all of the provisions then pertaining to contributions to Trust Funds provise. Weifare, Pension, Apprenticeship Training, fringe benefits and agrees to be bound by an ment hereafter entered into between these part to make contributions as required and authorize to name the Trustees to administer said funds a accepts such Trustees and the terms and contrusts as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State  Area Code & Telephone  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGLISHMENT AND TRAINING ENG	AFL-CIO including all of the provisions therein, and thor pertaining to contributions to Trust Funds providing for Head & Welfare, Pension, Apprenticeship Training, or any oth fringe benefits and agrees to be bound by any Trust Agreement the Providence of the parties and agrees to be bound by any Trust Agreement the Providence of the parties and agrees to make contributions as required and authorizes these partie to name the Trustees to administer said funds and ratifies are accepts such Trustees and the terms and conditions of the Trustes as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State Zip Cod  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  Union DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only	-																				·			)	in, ac ing a sion	lopt, a green of the	ccep ent l Ohio	t and teret Con	l bec lofore tracte	ome e ma ors A	a pa de la sso	arty to by the ciatio	the co Labor n with t	llectr Rela he In	ve barg ations [ ternations
ment hereafter entered into between these part to make contributions as required and authorize to name the Trustees to administer said funds a accepts such Trustees and the terms and contrusts as if made by the undersigned.  Name of Employer (Printed)  Employer Address  City State  Area Code & Telephone  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGLISHMENT OF THE PRINTERNATIONAL UNION OF OPERA	ment hereafter entered into between these parties and agree to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies are accepts such Trustees and the terms and conditions of the Trustees are such Trustees and the terms and conditions of the Trustees are finded by the undersigned.  Name of Employer (Printed)  Employer Address  City State Zip Cod  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  Union DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only				÷	ē	٠.					,		٠				J						A STANSON AND AND AND AND AND AND AND AND AND AN		(AFL perta	-CIO) ining elfare	inclu to cor Pen	ding tribt sion	all c utions . Apr	of the s to 7 prent	e pr Trus tices	ovisio t Fund ship 1	ons the ds prov Training	rein, iding	and the
Name of Employer (Printed)  Employer Address  City State  Area Code & Telephone  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENG	Name of Employer (Printed)  Employer Address  City State Zip Cod  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  Union District Copy (Original Signature)  For Headquarters Use Only													-					•				19		) i	ment to ma to nar accer	herea ke co me the ots su	itter e ntribu Trus ch Tr	nten tions stees uste	edini sasn stoa es a	to be equir dmin nd th	twe red a siste ne ta	en the and a r said erms	ese pai uthoriza funds	ties a es the and a	and agn ese pari
Employer Address  City State  Area Code & Telephone  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS	Employer Address  City State Zip Code  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  UNION DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only																								_							rsigi	ned.	*******		
City State  Area Code & Telephone  Authorized Employer Representative (Signature Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENG	City State Zip Code  Area Code & Telephone  Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  Union District Copy (Original Signature)  For Headquarters Use Only	•						٠																and the state of t	_						<u></u>					
Authorized Employer Representative (Signature  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENG	Authorized Employer Representative (Signature)  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  Union DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only																							increase of the contract of th	 	Emplo	yer A	ddres	SS							
Authorized Employer Representative (Signature  Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENG	Authorized Employer Representative (Signature) (Date)  Authorized Employer Representative (Printed) INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature) Union DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only																								C	City					Sta	te	•			Zip Co
Authorized Employer Representative (Printed)  INTERNATIONAL UNION OF OPERATING ENG	Authorized Employer Representative (Printed) INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  UNION DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only																		-			(			Ā	Area (	Code	& Tele	pho	ne						
INTERNATIONAL UNION OF OPERATING ENG	INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO)  Union Representative (Signature)  UNION DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only								. 7															A CARTA CART	Ā	Author	rized I	Emplo	oyer	Repr	eser	ntati	ve (S	ignatur	e)	(Date)
INTERNATIONAL UNION OF OPERATING ENG	Union Representative (Signature)  UNION DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only																				,		<b>E</b> No.		Ā	Author	rized i	Emplo	yer	Repr	eser	ntati	ve (P	rinted)		
LOCAL 18 AND ITS BRANCHES (AFL-CIO)	UNION DISTRICT COPY (ORIGINAL SIGNATURE)  For Headquarters Use Only							:												÷		(			L IN	INTER	NATIO L 18 A	ONAL ND I	LUN TS B	ION (	OF C	OPE S (A	RATII AFL-(	NG EN CIO)	GINE	ERS,
	For Headquarters Use Only		٠																•	•					<b>.</b>						natui					·
	CODE												:									. 1											(ORI	GINAL	SIGI	MATURI
CODE													-							٠	•												COL	)E		
		ipani Politica Politica Politica		対象を対象																																
					veni Pani																						<b>建</b> 基						. * -( -(,			
														T										7.45 P									.\ .\ .\.			
						in Si Alif Alifa		******* **、段 *****	9400.0 8 (8)44															2000.420 2002.251 2002.251						1 5			(v). (			

Case. 2	2.13-CV-UU	SO/-ALIVI-	IPN DUC#	. TO-T HI	ieu. Ua	30/13 Page: 51 of 226 PAGEID #: 53	
					( )	In consideration of the benefits to be derived a	
					Selection of the sele		
					April 10 miles	Division of the Ohio Contractors Association described	Relati
	•			-	( )	ing agreement heretofore made by the Laboration	barg
					WebS (Asia)	Union of Operating Engineers (and 42)	rnatio
•				•	interventing		
					(Weenth)	& Welfare, Pension, Apprenticeship Training to	or Hea
•				•	( )n) (	ment hereafter entered into between these and trus	i Agre
			,		more thanks		
					rate (Bellion)	accepts such Trustees and the terms and and ratio	
			•		sence in the second	Trusts as if made by the undersigned.	- ઝા
				-	etchieber.	Name of Employer (Printed)	·
	•	•			+Crabbsen		
			•		A CONTRACTOR OF THE PERSON OF	Employer Address	
						City State Zi	p Cod
-						Area Code & Telephone	·
					6.3.Vii 6		
	ar.					Authorized Employer Representative (Signature) (D	ate)
•	•		•	•		Authorized Employer Representative (Printed)	
			·			INTERNATIONAL UNION OF ODERATING ENGINEERS	
1 4				٠	Appropriate the second	LOCAL 18 AND ITS BRANCHES (AFL-CIO)	15,
			•		A Control of the Cont	Union Representative (Signature)	
÷		•				FRINGE OFFICE COPY (ORIGINAL SIGNAT	. Iba
:						For Headquarters Use Only	UKE)
			-			CODE	
	7.000,000						
			P 88 5 5 6 8 8 8				
			1445 (E. C.)				
2, <b>11740</b> , 15, 15, 15, 15, 15, 15, 15, 15, 15, 15							
			10 1 100 K 25 at 1 2 24 1				
Marketini	<b>使得到</b> 其实是	nassnews.	San Assis				

Case: 2:13-cv-0	0357-ALM-TPK	Doc #: 18-1 File	ed: 05/30/1	.3 Page 52 pf 226 E	SEGERPEMENT
			Acceptance of the second	In consideration of the be good and valuable consideration or successors, although not a polyision of the Ohio Contractor	nefits to be derived and other on, the undersigned contractor member of the Labor Relations s Association, does hereby join
				in, adopt, accept and become a ing agreement heretofore mad sion of the Ohio Contractors As Union of Operating Engineers (AFL-CIO) including all of the	e by the Labor Relations Divi- sociation with the International , Local 18 and its Branches provisions therein, and those
•		¥		pertaining to contributions to Ti & Welfare, Pension, Apprenti- fringe benefits and agrees to ment hereafter entered into bet to make contributions as require	ceship Training, or any other be bound by any Trust Agree- ween these parties and agrees ad and authorizes these parties
				to name the Trustees to admini accepts such Trustees and th Trusts as if made by the under	e terms and conditions of the
				Name of Employer (Printed)  Employer Address	
				City Star	e Zip Code
				Area Code & Telephone	
		- -		Authorized Employer Represer  Authorized Employer Represer	
				INTERNATIONAL UNION OF C LOCAL 18 AND ITS BRANCHE	
				Union Representative (Signatu ASSOCIATION COPY	e) (ORIGINAL SIGNATURE)
					Salves A
200 (200 (200 (200 (200 (200 (200 (200					
					eran Oscillation
				er en	e Mysell in the second
	Park Mary Mary				

## EXHIBIT B



February 1, 2012

Ohio Operating Engineers Fringe Benefit Programs 1180 Dublin Road PO Box 12009 Columbus, OH 43212-0009

RE: #000849400-6

Attn: Carol A Wilson

This correspondence is in reference to your letter dated January 19, 2012. We are in disagreement with the 177.5 hours for 1/08. The 177.5 hours were service hours for duties other than operating i.e. drive time. We are also in disagreement with the Late Charges of \$3,172.31. Previous audits were performed for this time frame and neglected to discover this error.

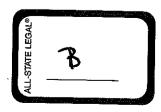
The following is a breakdown of the contributions due from Bunn Enterprises Inc:

Ohio Operating Engineers Health & Welfare Plan	\$2,228.79
Ohio Operating Engineers Pension Fund	1,416.50
Ohio Operating Engineers Apprenticeship Fund	175.75
Ohio Operating Engineers Education & Safety Fund	13.94
Total due Fringe Benefit Programs	\$3,834.98
Local 18 Administrative Dues	272.90
Total Due	\$4,107.88

We apologize for this error in reporting. This was the first operator we have employed that has retired. We paid the benefits in error to the employee, instead of the fringe benefit program. Any future hours worked will be reported and paid to the union.

Sincerely,

Kevin W Bunn President



## EXHIBIT C



## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator

March 13, 2012

ATTN: KEVIN M. BUNN BUNN ENTERPRISES, INC. 13589 STATE ROUTE 550 FLEMING, OHIO 45729-5235

RE:

**Delinquent Fringe Benefit Contributions** 

Dear Mr. Bunn:

I am an attorney with the Ohio Operating Engineers Fringe Benefit Programs (hereinafter referred to as "OOE") authorized to discuss the collection of delinquent fringe benefit contributions. Please take a moment to carefully read this letter because it will discuss the possibility of legal action against Bunn Enterprises, Inc.

On February 1, 2012, you sent a letter to the OOEFBP stating that you disagreed with the findings from our January 3, 2012 Audit. You indicated that the basis for your disagreement was that D. G. Newlon did not work as an operator for the period of January, 2008. As you may know already, the OOE sent you a letter on March 9, 2012 to which a revised February 21, 2012 Audit was attached. Since this Audit supersedes the previous one, I will not address the hours or period mentioned in your letter.

However, I wish to remind you that Bunn Enterprises, Inc. signed an Acceptance of Agreement on November 14, 2007, an Ohio Building Agreement on February 10, 2011 and an Ohio Highway Heavy Construction Agreement on February 10, 2011. Under Paragraph 35 of the Ohio Highway Heavy Construction Agreement and Paragraph 43 of the Ohio Building Agreement, the employer is obligated to pay fringe benefit contributions for *all* hours to each employee. [Italics added]. In other words, it does not matter whether the operator performed work as an operator or in some other capacity.

On the basis of this agreement and the findings of the Audit, the OOEFBP hereby requests and demands that Bunn Enterprises, Inc. pays \$51,297.53 which includes fringe benefit contributions, late charges and union administrative dues. It will also be responsible for paying additional late charges of 1-1/2% per month for past due fringe benefit contributions which are assessed as of the 16<sup>th</sup> day of the month.

If Bunn Enterprises, Inc. fails to make a payment on said amount within five (5) days from the receipt of this letter, OOE will commence a lawsuit against it in federal district court in Columbus to recover these delinquencies without further notice prior to its filing. If OOE receives judgment against Bunn Enterprises, Inc., it will be entitled to collect the above-mentioned amount along with additional



interest, reasonable attorney fees, and all court costs. A judgment can also result in court-ordered collection procedures such as garnishments and the attachment of liens against assets and projects.

If you have any questions regarding the audit, or if you wish to make a payment, please contact us at (614) 488-0708, x. 115.

Sincerely,

Bryan C. Barch, Esq.

In-House Counsel

cc:

William I. Fadel, Esq.

Timothy R. Fadel, Esq.

## EXHIBIT D

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 59 of 226 PAGEID #: 546



## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator

\* \*

October 12, 2011

BUNN ENTERPRISES INC 13589 STATE ROUTE 550 FLEMING OH 45729-5235

#000849400-6

To Whom It May Concern:

In accordance with the terms of agreements between employers and the International Union of Operating Engineers, Local 18, the Ohio Operating Engineers Fringe Benefit Programs is authorized to re-audit payroll records of contributing employers. The purpose of a re-audit is to verify that an employer is contributing to the Fringe Benefit Programs and remitting Union Administrative Dues on behalf of all operating engineers as required.

Our district auditor, Mr. Baker, will be contacting your company to schedule a time that is mutually convenient for the purpose of re-auditing payroll records for the time period of January 2008 through the present.

In order to expedite the re-audit, the following records should be made available to our auditor:

- 1. Time sheets and time cards, including any computer printouts
- 2. Payroll work sheets and payroll journals
- 3. Earnings records summarizing earnings by employees by quarter and for the year
- 4. Copies of payroll tax reports to federal and state governments
- 5. Local 18 Administrative Dues withholding records

It is our earnest desire to cause as little inconvenience as possible for you in performing this review. Please contact our office if you have any questions or problems in connection with this request.

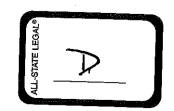
Sincerely.

Ray Orrand Administrator

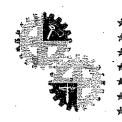
RO/ro

cc: I.U.O.E. Local 18 District #6
Steve Ranft

D-13



## EXHIBIT E



## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009

Area 614 488-0708

Raymond Orrand \* Administrator \*

Bunn Enterprises Inc. 13589 State Route 550 Fleming, Oh 45729-5235 November 14, 2011

Ref: Scheduling the Operating Engineers Fringe Benefit Program Audit

#### Dear Kevin Bunn:

We have been attempting to contact each other over the last two weeks and leaving voice messages. Per your request, I am sending another letter requesting an audit and the information that will be needed to conduct the audit.

The audit is in accordance with the terms of agreement between employers and the International Union of Operating Engineers, Local 18; the Ohio Operating Engineers Fringe Benefit Program is authorized to audit payroll records of contributing employers. The purpose of an audit is to verify that an employer is contributing to the Fringe Benefit Programs and remitting Union Administrative Dues of behalf of all operating engineers as required.

I will be conducting the audit for the time period of January 2008 through the most current month completed.

The following records should be made available for the audit:

- Time sheets or time cards
- Payroll records or journals, payroll monthly union reports
- Earnings records summarizing earnings by employees by quarter and for the year
- Copies of payroll tax reports to federal (941) and state governments (unemployment/jobs family services)

Either yourself or Diane Lee-Trotter may call me on my cell and schedule the appointment. As of today, I am currently scheduling in mid December.

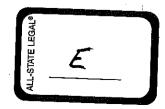
If you have any questions, don't hesitate to contact me.

Sincerely,

Douglas H Baker

Auditor, Ohio Operating Engineers FBP

330-697-1444



## EXHIBIT F



## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator January 19, 2012

BUNN ENTERPRISES INC 13589 STATE ROUTE 550 FLEMING OH 45729-5235

#000849400-6

To Whom It May Concern:

The enclosed summary sheet(s) and adjustment schedule(s) reflect the findings of our recent re-audit which resulted in the disclosure of unpaid fringe benefit contributions due the Ohio Operating Engineers Fringe Benefit Programs and Union Administrative Dues which had been withheld from employees wages but not remitted.

Ohio Operating Engineers Health & Welfare Plan \$3,277.82	2
Ohio Operating Engineers Pension Fund 2,064.38	8
Ohio Operating Engineers Apprenticeship Fund  264.50	0
Ohio Operating Engineers Education & Safety Fund  21.04	4
Late Charges due if paid by February 15, 2012  3.172.31	1
Total due Fringe Benefit Programs \$8,800.05	5
Local 18 Administrative Dues 334.36	6
Total Due \$9,134.41	1

In addition to the re-audit findings, you are liable for the payment of late charges as indicated above. Late charges accumulate at the rate of 1-1/2% per month on past due fringe benefit contributions, and are assessed as of the sixteenth day of the month. If partial payments are received, they will be applied against the oldest unpaid amounts due.

If you are in disagreement with the findings of our re-audit, please specify to us the reasons for such disagreement by separate letter within ten days.

Wilson

If you are in agreement with the findings, your remittance in the total amount of \$9,134.41 before February 15, 2012 will prevent the assessment of additional late charges.

Sincerely,

Carol A. Wilson

Assistant Administrator

CAW/sm

ce: District #6
Patrick L. Sink
Steve Ranft



5,962.10

334.36

5,627.74

21.04

526

264.50

526

2,064.38

526

3,277,82

528

TOTALS

# OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS FIELD AUDIT SUMMARY

NAME: Bunn Enterprises inc. CODE:# 000849400-6

13589 State Route 550

1/08

8/08

80/6

4/09

60/9

7/09

5/1

AUDIT PERIOD FROM:

1/1/08

11/1/11

Ö

DATE: 1/3/12

(9/89)

FORM D-15

TOTAL DUES & FRINGES 616.28 ,307.24 1,854.22 359.17 777.37 277.06 564.25 206.51 61.46 41.23 22.82 50,42 19.46 37.85 86,61 4.0 UNION Douglas Baker 575.05 726.95 526.40 1,792.76 336,35 257,60 192.00 1,220.63 FRINGES TOTAL 1.24 2.68 4.50 0.92 1.88 0.60 AMOUNT EDUC. & SAFETY HOURS 177 1/2 112 1/2 633 8 ξΩ 7 67 ~ 56.25 88.75 26.50 15.50 33.50 11,50 23,50 9.00 APPRENTICESHIP
HOURS | AMOUNT 112 1/2 177 1/2 23 <u>5</u> 23 8 67 47 Fleming, OH 45729-5235 PENSION 647.88 212.00 268.00 124.00 92.00 188.00 82,50 450.00 AMOUNT HOURS 177 1/2 77 53 33 ຸດ 7 3 67 709.88 334.43 313.02 1,049.03 195,61 153.18 422.77 99.90 MONTH HEALTH & WELFARE
YEAR HOURS AMOUNT 177 1/2 112 1/2 සු 23 ξ 8 67 7 10/08

777.37

50.42

726,95.

2.68

67

33.50

67

268.00

67

422.77

64

10/08

307.24

86.61

1,220.63

င္တ

4

112 1/2

56.25

112 1/2

450.00

2

<u>,</u>

709.88

112 1/2

4/09

564.25

37.86

526.40

1.88

4

23,50

4

188.00

4

313.02

47

2/09

206.51

4.51

192.00

0,60

5

9.00

5

20

없

ñ

99.90

5

5/17

5,962.10

334.36

5,627.74

21.04

526

264.50

226

2,064.38

526

3,277.82

526

TOTALS

277.06

19.46

257.60

8

ö

83

11,50

33

92.00

83

153,18

33

60/9

616,28

41,23

575.05

2.12

53

26.50

53

212.00

83

334.43

S C

80/8

1854.22

61.46

1,792.76

7.10

177 1/2

88.75

177 1/2

647.88

177 1/2.

1,049.03

177 1/2

1/08

359,17

22.82

336.35

1.24

3

15.50

8

124,00

8

195.61

က်

80/6

# OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS <u>FIELD AUDIT SUMMARY</u>

CODE:# 000849400-6

NAME: Bunn Enterprises Inc.

13589 State Route 550

DATE: 1/3/12

(96/8)

PORM D-18

1/1/08

AUDITOR: Douglas Baker
EDUC. & SAFETY TOTAL
HOURS AMOUNT FRINGES

AUDIT PERIOD FROM:

TOTAL DUES UNION

Ö

AMOUNT APPRENTICESHIP

HOURS

Fleming, OH 45729-5235 PENSION

HOURS | AMOUNT

AMOUNT

MONTH HEALTH & WELFARE

HOURS

YEAR

88,75 1 792,78 AUDITOR: Douglas Baker
NOV DEC TOTALS 647.88 1,049.03 177 1/2 177 1/2 FORM D-16 (9/99) S 1/3/12 DATED: FIELD AUDIT SEP ÁUG YEAR: 2008 S MAY APR NAME: Bunn Enterprises inc. MAR 118 647,88 88.75 7.10 1,792.76 1,049,03 177 1/2 177 1/2 NA NA EMPLOYER ADJUSTMENT SCHEDULE TOTAL HOURS TOTAL @ 10.10 EMPLOYEE PENS @ 3.65 H&W @ 5.91 APPR @ .50 E&S @ .04 CODE: # 000849400-8 Newlon, D G DEPOSIT DATE SOC SEC. #

ADJUSTME	ADJUSTMENT SCHEDULE	ļ											FORM D-16	(86/6)
# :BOOD	CODE: # 000849400-6	AME:	Buon Enterndees Inc	ndeas Inc		•								
SOO SEC. #	EMPLOYEE	1 1	FEB	MAR	APR	MAY	TEAK: 2008	8008 11 11	6114	DATED:	1/3/12	AUDITOR: Douglas Baker	Douglas Ba	ker ====================================
	Newion, D G			,	112 1/2					j	2	AQA	OEC	IOIALS
														112 1/2
				,										
				,		-								
					,									^
		-								-				
		;	-		·				7					Anderson described and describ
				,										
				-										
					_									
DEPOSIT DATE	TOTAL HOURS				112 1/2	·								112 1/2
	H&W @ 6,31				709,88									709.88
	PENS @ 4.00				450.00	and the second second								450.00
4	APPR @ .50				56.25									56.25
	E&S @ .04				4.50		10000							4.50
	TOTAL @ 10.85				1,220.63									1,220.63

(68/6)		TOTALS	7.0	-												·	######################################	7.0	466.20	280.00	35.00	2.80	784.00
FORM D-18 (9/	oucías Bake	DEC 1																					
£	JDITOR: DO	NOV DEC T																	b.,				
	1/3/12 AI																						
프트 카이 A	-	SEP	-	٠.			,					·			-								
ii ii	1	AUG			-			<u>.</u>															
	600	JOE TO	47															47	313.02	188.00	23.50	1.88	526.40
	YEAR: 2009	NOS	23															23	153.18	92.00	11.50	0.92	257,60
		MAY																-					
		APR																-				-	
	rises inc.	MAR								-										-			
	Bunn Enterprises inc.	FEB	-		,					-				`									
/ER	4ME:	NAN									-				-			-					
ADJUSTMENT SCHEDULE EMPLOYER	CODE: # 000849400-6	EMPLOYEE	Newlon, D.G.						-	-								TOTAL HOURS	H & W @ 6.66	PENS @ 4,00	APPR @ .50	E&S @ .04	TOTAL @ 11.20
ADJUSTMEN	CODE: # 0	SOC SEC. #	<u> </u>			-												DEPOSIT DATE					

<b>6</b> 8		TOTALS	12								۱۰ .					15	99.90	82.50	9.00	0,60	192.00
FORM D-18 (9/89)	ouglas Bake	DEC							·		•					·					
£	AUDITOR: Douglas Baker	YON YON	<del>-1</del> -												-						
		20		<u> </u>									·								
FIELD AUDIT		SEP																			
<u>교</u>		AUG				·					-										
	2011	75																	`		
	أنذ	NS N			,					,						·	المستعددة أي والساحدة	·			
:	•	MAY	15							·						15	06.66	82,50	9.00	0.60	192.00
		APR																			-
• .	orlses inc.	MAR					-				·							:			
	NAME: Bunn Enterprises inc.	E																			
YER	NAME	AAN			-							-	`			•					
ADJUSTMENT SCHEDULE EMPLOYER	CODE: # 000849400-6	EMPLOYEE	Newlon, D G	-												TOTAL HOURS	1 エ	PENS @ 5.50	APPR @ 60	ଳ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ ଓ	TOTAL @ 12.80
ADJUSTIME	CODE: # C	SOC SEC. #														DEPOSIT DATE					

		Г	45		 1	1	 -r		1	<del></del>	-	1	<del></del>	Τ	·	ı —	· 		_	· · · ·		 
		aker	TOTALS	175.93												,						175.93
	•	Douglas B	DEC																			
		AUDITOR: Douglas Baker	202					-														
			50	50,42																	-	50:42
(86/6)	FIELD AUDIT	DATED: 1/3/12	ב ב	22.82																	-	22.82
		CHIV	SOC S	41.23	•													-				41.23
FORM D-27	000	2008	7																			
11.	200	201																				
		MAY													·							
		APR								``										-		
တ္ဆ	orises Inc.	MAR			-																	
IIVE DUR	.n NAME: Bunn Enferorises Inc.	FEB										•								-		
NISTRAI	NAME	JAN	84 48	2		•		·						-								61.46
I.U.O.E., LOCAL #18 ADMINISTRATIVE DUES	CODE: # 000849400-6	EMPLOYEE	Newlon D.G.											٨			C C T T T T T T T T T T T T T T T T T T					TOTAL DUES
I.U.O.E., LC	CODE: # (	SOC SEC. #		<u>'</u>		-											-					

		į	တ	.0	·	1	Ţ.	<del>Ţ</del>	1	T	Г	<u> </u>	1	) <u>-</u>			•							22
		aker	TOTALS	143.92	-										-				-			. :		143.92
		Douglas B	DEC	-																				
,		AUDITOR: Douglas Baker	λ	,																,			-	
			100																					
(66/6)	FIELD AUDIT	DATED: 1/3/12	SEP																					
			AUG															-						
FORM D-27		600	JDr.	37.85											-									37,85
u.	!	YEAR: 2009	S S	19.46										-				-					·	19.46
. "			MAY																	-				
	÷		저	86.81																			·	86.61
ø		orises inc.	MAR									·		,		-		,		,				-
IVE DUE		ounn Enterprises Inc.	0								-	-				-								
NISTRAI	,	NAINE.	NESO				·																	
I.U.O.E., LOCAL #18 ADMINISTRATIVE DUES	EMPLOYER	CAMBI OVER	23104710	Newlon, D.G.												-								TOTAL DUES
I.U.O.E., LC	- # · # · # · # · # · # · # · # · # · #	# UBO UG		<del>-</del>																				

	٠	,	<del></del> -				T	,	·····			·			—	· 	 —т		<u>.</u>	1	 	 -
	-	ker	TOTALS	14.51				Principal de la company					-									14.51
		ouglas Ba	DEC		-													٠,				
		AUDITOR: Douglas Baker	NON NO						<u>.</u>			-							,	-		
•			to O							-			-	-								
	느	<del> </del>	+																		-tt-	
(66/6)	FIELD AUDIT	DAT	SEP													-	 -	-		<del></del>		
	빞		AUG	*																		
FORM D-27	•		701	·																1.		
ш	1	YEAR: 2011	N N																			
			MAY	14.51													,	_				14.51
			APR		•	-																
ග	1 1 1 1	rises inc.	MAR								<u>.</u>											
IVE DUE	ı.	NAME: BUND ENGIPTISES INC.	7E9																			
IISTRAT		NAWIT:	JAN																			
I.U.O.E., LOCAL #18 ADMINISTRATIVE DUES	EMPLOYER	0848400-0	EMPLOYEE	Newlon, D.G	· · · · · · · · · · · · · · · · · · ·								and the second s									TOTAL DUES
I.U.O.E., LOC	A 15000	COD#: # 000	SOC SEC. #	92																		

CODE NO. 000849400-6

CONTRACTOR Burn Enterprises Inc

AUDIT PERIOD OF: 108 to 11

		· · · · · · · · · · · · · · · · · · ·			
MONTH/YEAR	TOTAL DUE	1½% OF TOTAL	MO. SUBJECT TO CHARGES	LATE CHARGES	IF PAID BY
1/08	1,792.76	26.90	47	1,264.30	
8/08	575.05	8.63	40	345,20	
9/08	336.35	5.05	39	196.95	
10/08	726.95	10.91	38	414.58	
4/09	1,220.63	18.31	32	585.92	
· · (e//9		3.87	30	116.10.	
7//9	526.40	7.90	29	229.10	
5/11	192.00	2.88	: 7	20.16	
		84.45		3,172.31	2-15-12
		-			
			,		
				·	
					-
· · · · · · · · · · · · · · · · · · ·			·		
		·			
		1			

# EXHIBIT G

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 76 of 226 PAGEID #: 563



## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator

.

March 9, 2012

This replaces our billing letter dated January 19, 2012.

BUNN ENTERPRISES INC 13589 STATE ROUTE 550 FLEMING OH 45729-5235

#000849400-6

### To Whom It May Concern:

The enclosed summary sheet(s) and adjustment schedule(s) reflect the findings of our recent re-audit which resulted in the disclosure of unpaid fringe benefit contributions due the Ohio Operating Engineers Fringe Benefit Programs and Union Administrative Dues which had been withheld from employees wages but not remitted.

Ohio Operating Engineers Health & Welfare Plan	\$21,014.99
Ohio Operating Engineers Pension Fund	14,854.38
Ohio Operating Engineers Apprenticeship Fund	1,705.30
Ohio Operating Engineers Education & Safety Fund	128.28
Late Charges due if paid by March 15, 2012	12,183.63
Total due Fringe Benefit Programs	\$49,886.58
Local 18 Administrative Dues	1,410.95
Total Due	\$51,297.53

In addition to the re-audit findings, you are liable for the payment of late charges as indicated above. Late charges accumulate at the rate of 1-1/2% per month on past due fringe benefit contributions, and are assessed as of the sixteenth day of the month. If partial payments are received, they will be applied against the oldest unpaid amounts due.

If you are in disagreement with the findings of our re-audit, please specify to us the reasons for such disagreement by separate letter within ten days.

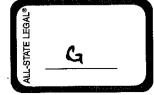
If you are in agreement with the findings, your remittance in the total amount of \$51,297.53 before March 15, 2012 will prevent the assessment of additional late charges.

Sincerely,

Ray Orrand Administrator

RO/sm

cc: District #6
Patrick L. Sink
Steve Ranft



1,008.29

58.91

949.38

3.50

87 1/2

43.75

87 1/2

350.00

87.1/2

552.13

87 1/2

10/08

2,213,40

119,35

2,094.05

7.72

193

96.50

193

772.00

93

,217.83

<u>1</u>93

4/09

1,234.06

52,46

1,181.60

4.22

105 1/2

52.75

105 1/2

422.00

105 1/2

702,63

105 1/2

60/9

1,034.05

54.05

980,00

3

87 1/2

43,75

87 1/2

350.00

87 1/2

582.75

87 1/2

60/2

1,557.45

65,57

1,491.88

5.50

137 1/2

68.75

137 1/2

550.00

137 1/2

867.63

137 1/2

80/6

484.00

16.00

468.00

1.60

8

20.00

8

180.00

5

266.40

.8

1/10

,936.00

64.00

1,872.00

6.40

160

80.00

160

720.00

160

1,065,60

160

2/10

1,093,35

40,55

1,052.80

3.76

94

47.00

8

376.00

94

626.04

8

60/6

,210,00

40.00

1,170,00

4.00

100

50,00

9

450.00

9

966.00

100

11/09

2,087,25

69.00

2,018.25

6.90

172 112

86.25

172 1/2

776.25

172 1/2

1,148.85

172 1/2

4/10

1,936.00

64.00

1,872.00

6.40

160

80.00

160

720.00

160

1,065.60

160

3/10

# OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS FIELD AUDIT SUMMARY

CODE:# 000849400-6

NAME: Bunn Enterprises inc.

13589 State Route 550

(86/6)

FORM D-15

DATE: 2/21/12

1/1/08

ö

AUDIT PERIOD FROM:

AUDITOR: Douglas Baker EDUC. & SAFETY TOTAL AMOUNT HOURS AMOUNT Fleming, OH 45729-5235
PENSION APPRENTICESHIP

HOURS

AMOUNT

HOURS

AMOUNT

HOURS

HEALTH & WELFARE

MONTH YEAR 177 1/2

647.88

177 1/2

1,049.03

177 1/2

1/08

177 1/2 88.75

TOTAL

11/1/11

DUES

FRINGES

1,854.22

61,46

1,792.76

7.10

416.25

14,80

401.45

48

37

18.50

37

148,00

37

233.47

37

80/9

1,668,41

78,88

1,589,53

5.86

146 1/2

73.25

146 1/2

586.00

146 1/2

924.42

146 1/2

8/08

TOTAL DUES & FRINGES

1,897.50

60.00

1,837.50

6.00

1,790.52

25

82

1,728.00

5.40

1,884.85

59.60

1,825.25

5,96

1,922.80

60.80

1,862.00

6.08

528.00

16.00

512.00

1.60

4

24.00

4

220,00

2,197.80

66.60

2,131.20

6.66

166 '

2,455.20

74.40

2,380.80

7.44

186

111.60

186

# OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS FIELD AUDIT SUMMARY

NAME: Bunn Enterprises Inc. CODE:# 000849400-6

13589 State Route 550

Fleming, OH 45729-5235 PENSION

AMOUNT

HOURS

MONTH HEALTH & WELFARE
YEAR HOURS AMOUNT

DATE: 2/21/12

1/1/08

11/1/11

Ö

(86/6)

FORM D-15

AUDIT PERIOD FROM:

Douglas Baker TOTAL

AUDITOR: EDUC. & SAFETY AMOUNT

TOTAL DUES & FRINGES

UNION

4,554.00

144.00

4,410.00

14.40

2,150.50

68.00

2,082,50

6.80

HOURS 170 360 93,50 198.00 HOURS | AMOUNT APPRENTICESHIP

360

1,800.00

360

2,397.60

360

5/10

152 <del>4</del> 150 83.60 81.95

170

850.00

170

1,132.20

170

171

760.00

152

1,012.32

152

27.11

149

992,34

49

3/11

150

00'666

150

4/11

135

5/1

6/11

135 81.00 82.50

99.90 749 152

166 1/2 135 150 750.00 745.00

742.50 915.75 1,023.00

166 1/2 135 186 899.10

**\$** 266.40 1,108.89 1,238.76

166 1/2

7/1/1

186 5

8/1

39,113.90

1,410.95

37,702.95

128.28

3207

1,705.30

3207

14,854.38

3207

21,014.99

3207

TOTALS

(56/8)	·	Ker	OIALS	177 1/2												177 1/2	1 0.40 0.9	647 88	88.75	7.10	27,007 +
FORM D-18	1	Couglas B																			
	A1601400	NOW COURTER BAKET	200																		
	9/94/49	1	1																		
,	FIELD AUDIT																				
		AUG											-								
	2008	JUL					-														
	YEAR: 2008	NOS													`		,				
		MAY													٠						<del></del>
		APR								·								ž			
	rises inc.	MAR							-												-
	Bunn Enterprises Inc.	LEB		-				<u>-</u>		7										-	
Ű	AME	AN	177 1/2							-						177 1/2	1,049.03	647.88	88.75	7.10	1,792,76
ADJUSTMENT SCHEDULE	)00849400-8	EMPLOYEE	Newlon, D G					-				·				TOTAL HOURS	H&W @ 5.91	PENS @ 3.65	APPR @ .50	E&S @ .04	TOTAL @ 10.10
ADJUSTME	CODE: # 000849400-8	SOC SEC. #				-								-		DEPOSIT DATE	-5-1	4-			

. (68/6)	<u>.</u>	TOTALS	408 175							-					408 1/2	2,577.65	1,634.00	204.25	16.34	4,432,24
FORM D-16 (6	AUDITOR: Douglas Baker	DEC									-						-	J		
. <del>-</del>	AUDITOR:	NOV VOX																		
	2/21/12		87 1/2												87 1/2	552.13	350.00	43.75	3.50	949,38
<u> </u>		SEP	137 1/2										·	-	137 1/2	867.63	550.00	68.75	5.50	1,491,88
	L	AUG	146 1/2												146 1/2	924.42	586.00	73.25	5.86	1,589.53
	2008	JE.								-										-
	YEAR:	NOT	37											-	37	233.47	148.00	18,50	1,48	401.45
•		MAY														-	-			
		APR						,			r									
	orises Inc.	MAR																		
	Bunn Enterprises Inc.	FEB																		
ER.	AME	JAN												,						
ADJUSTMENT SCHEDULE JEMPLOYER	CODE: # 000849400-6	EMPLOYEE	Newlon, D.G.												TOTAL HOURS	H&W @ 6.31	PENS @ 4.00	APPR @ .50	E&S @ ,04	TOTAL @ 10.85
ADJUSTME	#:UOO	aCC aFC. #			,										DEPOSIT DATE				The state of the s	

ADJUSTMENT SCHEDULE	- H											FORW DAR	. (600
EMPLOYER N	ER NAME:	Bunn Enterprises Inc.	orlses Inc.			YEAR	2009	<u>u</u>	FIELD AUDIT	011 4010		1	(22.0)
EMPLOYEE	JAN	FEB	MAR	APR	MAY		JUL	AUG	SEP	217.16 OCT	NOV DEC 101141 S	Douglas B	TOTAL
1				193						222	2		101 ALS
							,						581
+													
									,				
					1			-					
•													
	-												
7-						•	-						
TOTAL HOURS				193									193
				1,217.83									1217.83
PENS @ 4.00				772.00			·						772.00
1	-			96.50		-						,	96,50
				7.72									7.72
TOTAL @ 10.85				2,094.05								·	2.094.05

	(808)	ker	TOTALS	287													287	1,911,42	1.148.00	143.50	11,48	3,214.40
	FORM D-16	AUDITOR: Douglas Baker	DEC											-	-1							
	•	AUDITOR:	} NON																-		·	
		2/21/12	OCT																			
	FIELD AUDIT	DATED:	SEP	94													94	626,04	376.00	47.00	3.76	1,052.80
	品		AUG																			
		2009	JOE	2/1/2													87 1/2	582.75			3.50	980,00
,		أغذ	NOO S	100 1/2		,										Ŷ	105 1/2	702.63	422.00	52.75	4.22	1,181.60
		>70.7%	L VIA																			
		000									-											
	1	MAR																				
		FEB MAR											,									
	4 4 0	1														0000						
ADJUSTMENT SCHEDULE	SODE: # 0008484008	EMPLOYEE	Newfon, D.G.							-	,		-				TOTAL HOURS	H&W @ 6.66	PENS @ 4.00	APPR @ .50	E&S @ .04	TOTAL @ 11.20
ADJUSTIME	# iii 000	SOC SEC. #		* -	, ,					-	-	-					DEPOSIT DATE					

(86/8)	( <del>G</del> ľ	TOTALS	100													100	666.00	450,00	50.00	4,00	1,170,00
FORM D-18 (9/98)	AUDITOR: Douglas Baker	DEC															·				
	AUDITOR:	λÓΝ	100											,		100	966.00	450.00	60.00	4.00	1.170.00
	2/21/12	LOO		·																	
FIELD AUDIT	Ŀ	SEP																			
<u>н</u>		AUG				2									-						
	2009	JQL T			·. <u>.</u>														-		
	أتم	NON		-																	
		MAY									. *										-
		AFK																			•
~	vises Inc.	SAK									,								•		
	Bunn Enterprises Inc.	0						-												·	
	NAME	Š Ca										,									
ADJUSTMENT SCHEDULE EMPLOYER	200849400-8 EMPI OVEE	77 27	Newlon, D G		-					,		·				TOTAL HOURS	H & W @ 6.66	PENS @ 4.50	APPR @ .50	E & S @ .04	TOTAL @ 11.70
ADJUSTME	SOC SEC # CM2400-8		<del></del>		-				,							DEPOSIT DATE		Faire 4		144	-

(8/68)	101	TOTALS	200 7 100	202 1/2												532 1/2	3.546.45	2,396,25	266,25	21,30	6,230,25
FORM 5-18	Douglas Bo	CHC			-									***************************************							
	AUDITOR: Douglas Boker	NON.																			
	2/21/12																				
·	FIELD AUDIT								-												
		AUG																	-		
	2010	JOL																-		·	
	YEAR	N D S																			
		MAY																			
		APR	172 1/2							,						172 1/2	1,148.85	776.25	86.25	6.90	2,018.25
	rises Inc.	MAR	160				·									180	1,085.60	720.00	80.00	6.40	1,872.00
	Bunn Enterprises Inc.	83.	180													160	1,085.60	720.00	80.00	0.40	1,872.00
ίπ G	AME	NAN	40													40	266.40	180.00	20.00	1.80	468.00
ADJUSTMENT SCHEDÜLE	CODE: # 000849400-8	EMPLOYEE	Newlon, D G													TOTAL HOURS	H&W @ 6.66	PENS @ 4,50	APPR @ .50	E&S @ 04	TOTAL @ 11.70
ADJUSTME	#:3000 #:3000	# CEC SEC. #											-	-		DEPOSIT DATE		Sale	*		2

(66/6)	San A	ker	TOTALS	0980													360	2.397.60	1.800.00	198,00	14.40	
FORM D-18	! !	AUDITOR: Douglas Baker	DEC											·								
	- !	AUDITOR	2																	-		,
		27/12/2	3																			
-		UA EU:	L 2									1							_			
	뾰	0114	200						-	-												
	2040		1														,					
	YEAR																	-				
		MAY	360							*							360	2,397.60	1,800.00	198,00	14.40	
		APR										, ,										
	orises inc.	MAR																	-			
	Bunn Enterprises Inc.	FEB																				
ļ	AME:			,																		
ADJUSTMENT SCHEDULE	EMPLOYER CODE: # 000849400-6	EMPLOYEE	Newlon, D.G.							·							TOTAL HOURS	H&W @ 6.66	PENS @ 5.00	APPR @ .55	E&S @ .04	
ADJUSTWE	CODE: # (	SOC SEC #		*	. •	٥	-		- 7						-	,	 DEPOSIT DATE					

(69/6)	3aker	TOTALS	624											-		624	4.135.86	3.105.00	341,55	24.84	
FORM D-18	Douglas E	DEC					***************************************					-									
	AUDITOR: Douglas Baker	ò					***************************************														
	2/21/12	OCT																			
FIELD AUDIT		SEP																	-		
		AUG	-																		
	2011	큠	,								•										
	أنن	S,												-							
		MAY											-								
	40.4	Ϋ́	150													150	00.966	750,00	82.50	6.00	
	vises Inc.	Y Y	149		·			,					2			149	992,34	745.00	81,95	5.96	-
	Bunn Enterprises inc	0	162		-											152	1,012.32	760.00	83.80	6.08	
	NAME	100	170													170	1,132.20	850,00	93.50	6.80	
ADJUSTMENT SCHEDULE EMPLOYER	SEC #   FMP1 07EE	111111111111111111111111111111111111111	Newton, D.G.			-				٠						TOTAL HOURS	H&W @ 6.66	PENS @ 5.00	APPR @ .58	E&S @ .04	
ADJUSTME	SOC SEC #	1					-		-				**			DEPOSIT DATE		11	7		

ADJUSTMENT SCHEDULE EMPLOYER .CODE: # 000849400-6
JAN FEB MAR
-

			TOTALS	279.62	<del></del>		T										·		
		8	DEC							.									
		OR: Doug		_	 					*					-	-	-		
		AUDIT	À NO N																
	-	2/21/12	100	58.91															
(86/6	FIELD AUDIT	DATED: 2/21/12	2	65.57															
•			AUG	(8.88															
FORM D-27	ç ç	8008	JOE I																
	í í	TEAK 2008	202	20,41															
		>aM				·													
		dd∆													·		-		
S S	orices Inc	MAR						,											
TIVE DU	ER NAME: Rinn Enterprises for	FEB				-					-	-	-						
INISTRA	YER NAME: 1	JAN	81.46		1														
I.U.O.E., LOCAL #18 ADMINISTRATIVE DUES	. CODE: # 000849400-6 N	EMPLOYEE	Newton, D.G.		The state of the s			g.		_						-	-		
I.U.O.E., LC	) # iii 000 ,	SOC SEC. #	£.,				~			-			-	-	-				-

		·		ı	<del></del>			 ,		т	 ·	T	·	7	τ —	1	<del>.</del>	7	T	T	т	<del></del>
	äker	TOTALS	306.41																			306,41
·	Douglas B	DEC	-		-			A THE REAL PROPERTY OF THE PERSON OF THE PER							***************************************							
	AUDITOR: Douglas Baker	NOV	40.00						-													40.00
																·						
(8/39) FIELD AUDIT	DATED: 2/21/12	SEP	40.55	•															-			40.55
ī.		AUG		- ,															-			
FORM D-27	2009	JQ.	54.05																			54,05
	YEAR: 2009	NUC .	52.46													٠.						52,46
		MAY		,	·											-	-		-			
		APR	119.35			-				-						-				-		119.35
ES	prises Inc.	MAR															,					
TIVE DU	Bunn Enterprises Inc.	FEB	-			,	-									•						
INISTRA Yer	أننا	JAN					-	-		,												
I.U.O.E., LOCAL #18 ADMINISTRATIVE DU EMPLOYER	CODE: # 000849400-6	EMPLOYEE	Newlon, D G		-			-				,										TOTAL DUES
I.U.O.E., L(	CODE: # (	SOC SEC. #	<del></del>	-			•			2							Training trapped in the section and communication of the principal in the section of the section	,	And A Marketine Comments of the Comments of th			-

CAL	#18 ADMINIS EMPLOYER	I.U.O.E., LOCAL #18 ADMINISTRATIVE DUES EMPLOYER	IVE DUE	S				FORM D-27		(66/6)				٠
CODE: # 000849400-8		NAME: E	Junn Enter	orises Inc.			YEAR: 2010	2010	<u> </u>	DATED:	2124/19	Alinitop.	Douglas B	
EMPLOYEE	ш	JAN	JAN FEB MAR	MAR	APR	MAY	NDr	JUL	AUG	SEP OCT	OCT	NOV DEC TO	DEC	TOTALS
Nawlon, D G		16.00	64.00	64.00	69.00	144.00								357.00
				·										
							, -							
								-	, .					
											-			
,														The state of the s
						-								
							-							
													-	
				-	-									
				-				-						
								-						
				-										
						-								
													*	,
			N. A. C.					,						
TOTAL DUES	JES	16.00	64,00	64.00	69.00	144.00								357.00
												Marie Marie Marie Control of the Con	Constitution of the same of	The state of the s

SOC SEC. # EMPLOYEE Newlon, D.G	0 XEE	JAN 1980 68.00	Bunn Enterprises Inc. FEB MAR	orises Inc.		MAY	YEAR: 2011	2011		ביים איני	DATED: 2/21/12	· OCHOIN		1
Ž L		00.89	מ נו						1,	ביבובי.	ful 11 12	こうごうつく	AUDITOR: Douglas Baker	NG
	0	68.00		MAK	APR		Z S	, ,	AUG	SEP	OCT	NOV	DEC	TOTALS
			90.80	09'69	80.00	62.52	66.80	74.40	16.00					467,92
		-						•			-		*	
		•												
		<b>L</b>												
-														
	<del></del>													
-							-							
		-												
		-:								-				
	-	•		-		-								
					·									
								·						
-		-												
						-	-						,	
TOTAL DUES	DUES	68.00	60.80	59.60	60.00	62.52	66.60	74:40	16.00					467,92

CODE NO. 000849400-6

CONTRACTOR Bunn Enterprises Inc

AUDIT PERIOD OF: 1/08 to 1/1

MONTH/YEAR	TOTAL DUE	1½% OF TOTAL	MO. SUBJECT TO CHARGES	LATE CHARGES	IF PAID BY
1/08	1,792.76	26.90	48	1,291.20	
6/08	401.45	6.03	43	259.29	
8/08	1,589.53	23.85	4)	977.85	
9/08	1,491.88	22.38	40	895.20	
19/08	949.38	14.24	39	555.36	
4/09	2,094.05	31.41	33	1,036.53	
4/09	1,181.60	17.73	31	549.63	
7/09	980.00	14.70	30	441.00	
9/69	1,052.80	15.80	28	442.40	
11/09	1,170.00	17,55	26	456.30	
1/10	468.00	7.02	24	168,48	
2/10	1,872.00	28.08	23	645.84	
3/10	1,872.00	28.08	22	617.76	
4/10	2,018.25	30.28	21	635.88	· · · · · · · · · · · · · · · · · · ·
5/6	4,410.00	66.15	20	1,323.00	
Xi	2,082.50	31.24	12	374.88	
2/1	1,862.00	27.93	11	307.23	
3/1	1,825.25	27.38	10	273.80	
4/1	1,837.50	27.57	q	248.13	
5/11	1,728.00	25.92	8	207.36	,
6/1	2,131.20	31.97	7	223.79	
7/1	2,380.80	35.72	6	214,32	
7/11 8/11	512.00	7.68	5	38.40	
		565.61		12,183.63	3-15-12

# EXHIBIT H



Raymond D. Neusch Member 513.651.6704 (t) 513.651.6981 (f) rneusch@fbtlaw.com

March 29, 2012

### **VIA REGULAR MAIL**

Mr. Bryan C. Barch, Esq. In-House Counsel Ohio Operating Engineers Fringe Benefit Programs 1180 Dublin Road P.O. Box 12009 Columbus, OH 43212-0009

RE: Audit of Bunn Enterprises, Inc.

Dear Mr. Barch:

This firm represents Bunn Enterprises, Inc. ("Bunn Enterprises") with respect to the reaudit of its payroll records for fringe benefit contributions. Please address any further communication with Bunn Enterprises concerning this matter to me.

This letter is in response to Mr. Orrand's March 9, 2012 letter to Bunn Enterprises assessing \$51,297.53 in unpaid fringe benefit contributions, late charges and administrative dues. Please consider this letter as Bunn Enterprises' official appeal of the March 9, 2012 determination.

We have reviewed the relevant records and disagree with Mr. Orrand's assessment. Although Bunn Enterprises acknowledges making an error by directly paying Delbert Newlon his fringe benefits for certain work he performed instead of the Fringe Benefit Program (the "Program"), the error is substantially less than \$51,297.53. Upon investigation of this matter, it is clear that the vast majority of the work performed by Mr. Newlon was not covered "work" as defined under the Collective Bargaining Agreement between the International Union of Operating Engineers Local 18 and the Ohio Contractors Association ("CBA"). As stated in paragraph 35 of the CBA, "fringe benefit contributions shall be paid ... for all hours paid to each employee by the [e]mployer under this [CBA.]" (emphasis added).

We believe that any further investigation or interviews of the appropriate individuals by the Program would reveal that most of Mr. Newlon's work since his retirement has consisted of personal errands for Kevin Bunn and other work on properties owned personally by Mr. Bunn, which is not covered "work" as defined by the CBA. Mr. Newlon's work for Mr. Bunn was only Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 95 of 226 PAGEID #: 582

Mr. Bryan C. Barch March 29, 2012 Page 2

included in Bunn Enterprises' payroll records as a matter of administrative convenience. Because Mr. Bunn does not have a separate payroll system for his personal work and Mr. Bunn wanted to ensure that Mr. Newlon was paid appropriately, with all required taxes paid, Mr. Bunn included the hours of personal work performed by Mr. Newlon on Bunn Enterprises' payroll system. The vast majority of the hours worked by Mr. Newlon consisted of this personal work for Mr. Bunn and not covered "work" for Bunn Enterprises. Nevertheless, Bunn Enterprises acknowledged in its February 1, 2012 letter that some of Mr. Newlon's work was covered "work" under the CBA and it believes it owes the Program \$4,107.88 in contributions. Bunn Enterprises has been willing to pay this \$4,107.88 since it discovered the error.

We understand that the Program must satisfy certain fiduciary duties when investigating all payments to the program and we would like to help the Program satisfy those obligations as much as possible. We trust that this letter explains the current situation and resolves all concerns the Program may have regarding Bunn Enterprises' payments to the Program. If so, please let me know and Bunn Enterprises will make the \$4,107.88 payment to the Program as soon as practicable.

If you have any questions or need any additional evidence or information to satisfy your fiduciary obligations, please feel free to contact me and we will make all appropriate arrangements. We hope that this correspondence can facilitate a speedy and efficient resolution of the Program's concerns.

Sincerely,

Raymond D. Neusch

( pe austration)

cc: Neal Shah, Esq. Kevin W. Bunn

CINLibrary 0110573.0594517 2480264v1

# EXHIBIT I



## Ohio Operating Engineers

Fringe Benefit Programs
1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009
Area 614 488-0708

aymond Orrand \*
Administrator \*

October 12, 2011

Delbert G. Newlon 10775 State Route 550 Vincent, OH 45784-5033

Re: Pension Benefits - Request 2008, 2009, 2010 Tax Return with W-2's

Dear Mr. Newlon:

Please be advised it has been brought to our attention that you may be working full time as an operating engineer while receiving benefits from Local 18.

In order to verify that you are not working in excess of 40 hours per month while receiving pension benefits, I am requesting that you submit your income tax returns with W-2's to verify your income for 2008, 2009 and 2010 no later than November 14, 2011.

Please be advised, failure to submit the requested information will result in suspension of your benefits until such information is received.

Sincerely,

Ray Orrand Administrator

RO:kgk

cc: Pension Department



# EXHIBIT J

Case: 2

00357

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number,

WAGES - W \$1,067.9<mark>©</mark> Filed: 05/30/13 age: 99 \$1,475.93<mark>0</mark> \$1,044.75 DAGEID \$859.05 OMB No.: 1215-0139 Expires: 04/30/2069 Rev. April 2008 9 \$172,65 \$427,41 \$602,55 \$347.40 \$591.10 \$574.63 \$381.57 PROJECT OR CONTRACT NO. \$46,42 \$29.88 \$46,42 \$46.42 OTHER \$59.97 \$41.50 ODOT 070080 (8) DEDUCTIONS 닭 \$31,32 STATE \$43.07 \$68.29 \$90.55 \$63.78 \$44,25 WITH-HOLDING TAX \$163.00 \$351.00 \$353.00 \$327.00 \$196.00 \$0.00 \$216,00 \$130.31 \$94.91 \$120.28 \$159.00 \$123.88 \$94.90 \$94.91 FICA ADDRESS 13589 State Route 550 \$2,078.50 \$1,240.62 \$1,703,30 \$1,240,62 Fleming, OH 45729 \$1,572,34 \$1,619.38 GROSS AMOUNT EARNED \$1,240.62 \$1,601.30 \$1,421.70 \$1,240,62 \$1,152,34 \$1,240.62 ε PROJECT AND LOCATION \$40.02 \$40.02 \$44.90 \$44.90 PATE OF PAY \$40.02 \$40.02 Geauga County \$44.90 6 \$26.68 \$26,68 529.93 \$26.68 529.93 \$29.93 \$26.58 **USR 422** TOTAL HOURS 39.00 5.00 39.00 29.50 40.00 40.00 39.00 40,00 5.00 9.00 5.00 9.8 5.00 9 6.00 50/86 (O 98/QK ĹŢ., (4) DAY AND DATE 01/07 9.00 90.6 10.00 10.00 000 8 35 왉 9 90/80 8 ⋧ 10.00 8, 200 19.00 000 10.00 10.00 10.00 3.00 10,00 3 8 3 8 2,00 08/03 0,0 10.00 10,00 2.00 10.00 2 8.6 00:01 10,00 8 8 9.50 3,00 08/09/2008 Z DRADA 10.00 3.00 99:1 9.50 10,01 900 8 8 10,00 20 2 2 C/2 ekras 72 AO .TO o O o 0 ٥ o b D) 0 ٥ FOR WEEK ENDING See (c) exception Operator Class B W/M Laborer Local 639 Group 1 W/M Laborer Local 860 Operator Local 18 Laborer Local 860 Operator Local 18 Laborer Local 860 CLASSIFICATION Supervisor Group 1. B/M Group 1 W//M Class B W/M Class B Group 1 W/M ¥0¥ ∑ |} Bunn Enterprises inc 3 OR SUBCONTRACTOR 7 NO. OF WITHHOLDSING EXEMPTIONS 2 0 0 0 0 N NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE 2315 School House Road NAME OF CONTRACTOR 2830 E 130 Apt #9 Cleveland, OH 44120 Ξ 726 Vickers Road Marietta, OH 45750 Timothy A McKenzie 17645 St. Rt. 550 Marietta, OH 45750 3230 State Route 26 Marietta, OH 45750 2844 Deming Road Vincent, OH 45784 12194 Melody Lane Grafton, OH 44044 Michael M Obrochta 275 E 232nd Street Euclid, OH 44123 Little Hocking, OH Jesse W Crowder Delbert G Newlon Obrea J Williams Daniel D Sealey Kermit W Bunn Kevin W Bunn PAYROLL NO,

18-1

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(fil) require contractors to submit weekly a copy of all psyrolis to the Federal agency contracting for or financing the construction project, accompanied by ALL-STATE LEGAL a signed "Statement of Compilence" indicating that the payrolis are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work pe with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and frings benefits

\$1,240.62

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed reviewing the collection of information, I from have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing finis burden, send them to the Ad Hour Division, ESA, U. S. Department of Labor, Room \$3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

58

226

been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor)

Bunn Enterprises Inc

ග

2008 and ending the

Bunn Enferprises Inc Contractor or Subcontractor)

(Name of Signatory Party) Diane Lee-Trotter

do hereby state;

08/18/2008

Date

ODOT 070080 Geauga County USR 422

(Building or Work)

day of

\* U.S. G.P.O.:1897 519.861

ı

 $\square$ 

(4) That:

Case: WASE WEEK PANDER Rev. April 2008:

PK\_Dog #: 18-1 Filed: 05/30/13 Page: 101 of 226 PAGEID #: 588

Employment Standards Administration U,S. Department of Labor

Wage and Hour Division

Persons are not required to respond to the collection of Information unless it displays a currently valid OMB control numbar. (For Contractor's Optional Use; See instructions, Form WH-347 Inst.)

OMB No.: 1215-0148 Expires: 04/30/2009 \$112.17 076GR06D12 PCN 06-1117 PROJECT OR CONTRACT NO. OTTER (B) DEDUCTIONS <u>CH</u> STATE \$14.65 WITH. HOLDING \$55.00 PROJECT AND LOCATION
1-75 DUNCANNON ROAD INTERCHANGE \$42.52 FICA FICA ADDRESS 13589 STATE ROUTE 550 FLEMING, OH 45729 GROSS AMOUNT EARNED ε 6 538,42 TOTAL HOURS 8.00 <u>10</u> 200/16 v) 51/20 ŗ, (4) DAY AND DATE ## ## B 06/13 ≥ 27/30 ш 08/16/2008 Σ 77.20 8 DIAN Ø ō T2 90 10 o) ٥ a o ٥ О o 0 FOR WEEK ENDING (C) EXCEPTION OPERATOR W/M WORK CLASSIFICATION BUNN ENTERPRISES INC Ð, OR SUBCONTRACTOR [7] NO. OF EXEMPTIONS EXEMPTIONS 8 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE 3230 STATE ROUTE 26 MARIETTA, OH 45750 NAME OF CONTRACTOR DELBERT G NEWLON Ξ 50 PAYROLL NO.

The copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assistad construction contracts to "funish weekly a statement with respect to the wages paid sech employee during the preceding weekly. U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all psyrolis to the Federal agency contracting the construction project, accompanied by a signed "Statement of Compilance" indicating that the payrolis are correct and complete and that each laborer or mechanic has been paid not less then the proper Davis-Bacon prevailing wage rate for the work performed. Compilance with these requirements is mandatory. DOL and federal contracting apencies receiving this information review the information to determine that employees have received legally required wages and finge benefits.

We estimate that it will take an average of 66 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information. Including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Weshington, D. C. 20210.

Case:	2:1	. <b>3</b> -c	:v- <u>00</u> 3	357-	AL	M-1	PKI	ОС	#.	18	71 F	iled.	<del>05/3</del>	<del>30/13</del>	Pa	ge	:: <del>102 of</del>	226 P	AGF	ID#: 589
Case:		IN CASH	isted in the above referenced payroll has been pays an amount not less than the sum of the applicable the amount of the required farm.	oted in Section 4(c) below.		EXPLANATION	NON-UNION EMPLOYEE BENEFITS PAID IN CASH								The state of the s				SIGNATIRE	SHE SECTION 1991 OF TITLE 18 AND SECTION 291 OF TITLE
	•	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	☐ = Each laborer or mechanic    as Indicated on the payroll, basic hourly wage rate plus	in the contract, except as noted in Section 4(c) below		EXCEPTION (CRAFT)	DELEBRT G NEWLON					-				REMARKS;	SEE ATTACHED FOR FRINGE BENEFITS INFO		NAME AND TITLE	DIANE LEE-TROTTER  OFFICE MANAGER  THE WILLFUL FALSHIGATION OF ANY OF THE ABOVE STATEMENTS SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 31 OF THE UNITED STATES CODE.
	Date 09/04/2008	DIANE LEE-TROTTER OFFICE MANAGER	(Name of Signatory Party) do hereby state:	(1) That I pay or supervise the payment of the persons employed by	(Contractor of Subcontractor)	F75 DUNCANNON ROAD INTERCHANGE: that during the payroll period commencing on the	1	been or will be made either directly or indirectly to or on behalf of seld	BUNN ENTERPRISES INC	(Contractor or Subcontractor)	Weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subility A) issued by the Secretary of I show that have been made and the control of t	Start. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 2760), and described below:					(2) That any payrolis otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed,	(3) That any apprentices employed in the above period are culy registered in a bone fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training. United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training. United States Department of Labor.	(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	in addition to the basic hourly wage rates paid to each laborar or mechanic listed in the above referenced payroli, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

# EXHIBIT K

00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 104 of 226 PAGEID Case: 2 Rev. April 2008-1

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

Persons are not required to respond to the collection of information unless it displays a currently valid DMB control number.

OMB No.: 1215-0149 Expires: 04/30/2009 preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Pederally financed or assisted contracts to "furnish weekly a statement with respect to the wages paid each employee during the DEDUCTIONS \$206.95 TOTAL PROJECT OR CONTRACT NO. OTHER a signed "Statement of Compilence" indicating that the payrolls are correct and complete and that each laborar or mechanic has been paid not less than the proper. Davis-Bacon prevailing wage rate for the work perf 348(06) (8) DEDUCTIONS ဌ STATE \$29.67 WITH-HOLDING TAX \$108.00 \$69,28 13589 STATE ROUTE 550 FLEMING, OH 45729 \$905.64 GROSS AMOUNT EARNED 0 \$344,20 PROJECT AND LOCATION MEDINA COUNTY IR 71/SR 224/176 \$44.90 PATE OF PAY 9 129.93 ADDRESS TOTAL HOURS 10.00 1.00 6 鰫 09/15/2008 calzolzuse Ø Œ, 23 (4) DAY AND DATE <u>-</u> 10.00 8 2 ⋛ H 100 Z CO. JS 80 JO o 0 æ Ø o (7) ٥ 60 0 67 О to o 40 o FOR WEEK ENDING See (c) Exceptions Operator Class B W/M WORK CLASSIFICATION BUNN ENTERPRISES INC 3 OR SUBCONTRACTOR [7] NO. OF WITHOLDING EXEMPTIONS 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE DELBERT G NEWLON 3230 STATE ROUTE 26 MARIETTA, OH 45750 NAME OF CONTRACTOR € 28 PAYROLL NO.

We sailmate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing the collection of information. If you have any comments regarding these astimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Admit with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. Hour Division, ESA, U. S. Department of Labor, Room S3602, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

ALL-STATE LEGAL

PAGEID #: 592

the payroll period commencing on the payroll are in made either directly or indirectly wages earned, that no rebates have been made either directly or indirectly or indirectly or indirectly or indirectly earned therein are not less than the promised into the contrect, that the promised into the contrect, that the promised into the contrect in a bone for early recognized by the Bursau of 10 such recognized in the contract.		OFFICE MANAGER	ZZ.	PAID IN CASH
=	(waite or Signatory Party) do hereby state:	(Title)	1	hanic listed in the above referenced payroll has been pald, an amount not less than the sum of the applicable
	(1) That I pay or supervise the payment of the persons employed by BUNN ENTERPRISES INC	· .	in the contract, axce (c) EXCEPTIONS	te prus the amount of the required frings benefits as listed of as noted in Section 4(c) below.
	ontractor or Subcont A COUNTY	eriod commenaina	EXCEPTION (CRAFT)	EXPLANATION
=	(Building or Work)  2008 and ending the 18	lay of 9 2008	Delbert G Newlon	Non Union employee. Fringe Benefits paid in check
<b>≒</b>	an persons employed on said project have been paid the full weekly w been or will be made either directly or Indirectly to or on behalf of said	ages earned, that no rebates have		
	BUNN ENTERPRISES INC (Contractor or Subcontractor)	inom the full		
	arned by any person and that no deductions have been seamed by any person, other than permissible deduction of 1 April 1985.	n made either directly or indirectly tons as defined in Regulations, Part		
	Staf. 967; 76 Stat. 357; 40 U.S.C. 276c), and describer	ano Act, as amended (48 Stat. 948, below:		
	enderen der			
	payrolis otherwise under this contract required to be plets; that the wage rates for laborers or mechanics con rates contained in any wage determination incorport forth therein for each laborer or mechanic conform with	ubmitted for the above period are lained therein are not less than the rated into the contract; that the the work he performed,	REMARKS: See attachad sheet for fringe benefits info,	
NDS, OR PROGRAMS rer or mechanic listed in	ly apprentices employed in the above pertod are rogram registered with a State apprenticeship agen nd Training, United States Department of Labor, of if no red with the Bureau of Apprenticeship and Training, United with the Bureau of Apprenticeship and Training, United with the Bureau of Apprenticeship and Training,	duly registered in a bona fide by recognized by the Bureau of Stich recognized agency exiss in a ed States Department of Labor.		
	ERE FRINGE BENEFITS ARE PAID TO APPROVED P	ANS, FUNDS, OR PROGRAMS	MAME AND TITLE DIANE LEE-TROTTER	SIGNATURE
		benefits as itsted in the contact	OFFICE MANAGER THE WILLFUL FALSIFICATION OF ANY OF THE	ABOVE STATEMENTS MAY SILE LECT THIS CALLED

Case: 2:13-cv-00357-AI

09/29/2008

05/30/13 Page: 105 of 226

Case: 106 of 226 PAGEID #: 593 0035

U.S. Department of Labor

Employment Standards Administration Wage and Hour Division

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 888,136,02 \$1,146,02 \$1 Rev. April 2006-OMB No.: 1215-0148 Expires: 04/30/2008 \$876.16 \$819.27 ACHP-1980(006) DEDUCTIONS \$298,80 \$706.79 \$428.97 TOTAL \$225.20 \$273.04 5252.47 PROJECT OR CONTRACT NO. X325-19/80-0.00 05 OTHER \$24.96 \$46.61 \$65,43 (8) DEDUCTIONS Ę \$42,95 \$83,36 \$60,05 \$37,03 \$41.13 \$37.48 Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. WITH-HOLDING \$140.00 \$183.00 \$426.00 \$105.00 \$144.00 \$133.00 Ϋ́ MARION COUNTY FAIRMONT CONNECTOR INTERCHANGE 687068 \$150.82 \$120.49 \$83.17 \$81.99 \$87.91 된 13589 STATE ROUTE 550 FLEMING, OH 45729 \$368,40 \$1.971.57 \$1,574,99 \$1,149.20 \$1,187,93 GROSS AMOUNT EARNED \$959.18 \$1,071 ε \$539.98 \$6,4798 \$575,46 \$844,43 PROJECT AND LOCATION \$42.63 \$37.53 \$42.63 RATE OF PAY \$37.53 9 528,42 528.42 \$25,02 528.42 \$28.42 \$25.02 ADDRESS TOTAL HOURS 30.00 20,00 20.00 30.00 20.00 2.50 19.00 2.50 2.00 2.50 Ø Ø 2 56 jt, (4) DAY AND DATE H 53 ≥ 7 10.00 0.50 10.00 0.50 10.00 E a 200 . 0. 0. 200 10.00 8 00'0 2,00 10.00 18,00 09/27/2008 90.00 10.00 Σ ដ 5.08 10.00 10.00 0.50 3.00 7 S 15 80 10 o to. 0 o o 0 o o 0 Ø3 100 ō FOR WEEK ENDING LOCAL 423 GROUP 1 W/M LOCAL 18 CLASS B W/M CLASS B W/M SUPERVISOR (c) Exception Laborer (c) Exception Operator Class B W/M WORK CLASSIFICATION Group 1 W/M Class B W/M OPERATOR OPERATOR (c) Exception BUNN ENTERPRISES INC LOCAL 18 LABORER Operator <u>@</u> OR SUBCONTRACTOR [7] EXEMPTIONS WITHOUTHER 0 0 N 0 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER 29558 SAWYERS RUN ROAD LITTLE HOCKING, OH 45742 52527 RICE RUN ROAD COOLVILE, OH 45723 MARIETTA, OH 45750 TIMOTHY A MCKENZIE DELBERT G NEWLON 3230 STATE ROUTE 28 NAME OF CONTRACTOR **BENJAMIN W PUTNAM** MARIETTA, OH 45750 MARIETTA, OH 45750 DONALD D MARSHALI WILLIAM D ROBINSON € VINCENT, OH 45784 **'26 VICKERS ROAD** 2844 DEMING ROAD PO BOX 733 BELPRE, OH 45714 7645 ST. RT. 550 KERMIT W BUNN KEVIN W BUNN PAYROLL NO.

or organisation the construction project, accompanied by White pect to the wages paid each employee during the a signed "Statement of Compilance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper. Davis Bacon prevailing wage rate for the work performed. Compilance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required welles and fringe benefits. The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement preceding week." U.S. Department of Labor (DOL) Regulations 28 CFR Part 5.5(a)(ii) require contractors to submit weekly a copy of all peyrolis to the Federal agency contractors.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information of information of information, if you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

\* U.S. G.P.D,:1997 519.881

	GE BENEFITS ARE PAID IN CASH  Each laborer or mechanic listed in the above referenced payroil has been paid, as indicated on the payroil, an amount not less than the sum of the applicable besic hourly wage rate plus the amount of the required funds that a property.	oted in Section 4(c) below.	EXPLANATION	Non-Union Employee Benefits paid in Check	Non-Union Employee Benefits paid in Check	Non-Union Employee Benefits paid in Check		leu.		<b>O</b> /13	OHNI ST	220 6	SIGNATURE	DIANE LEE-TROTTER OFFICE MANAGER THE WILLFUL FAISIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBGOTTION OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBGOTTION AND SECULOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CON	ORE GEOTION TOTAL OF THE 18 AND BECTION AST OF THE
	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  [V] — Each laborer or mechanlo listed in th	In the contract, except as noted in Section 4(c) below. (c) EXCEPTIONS	EXCEPTION (CRAFT)	Benjamin W Putnam Laborer	Delbart G Newlon Operator	William D Robinson Operator				e de la companya de l	REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEFITS INFO		NAME AND TITLE	DIANE LEE-TROTTER OFFICE MANAGER THE WILFUL FALSHICATION OF ANY OF THE ABOV	31 OF THE UNITED STATES CODE,
	OFFICE MANAGER (Title)		ractor)  ; that during the payroll period commencing on the	19 the 27 day of 9 2008	ie full weekly wages earned, that no rebates have sealf of said	s INC from the full (ractor)	ctions have been made either directly or indirectly missible deductions as defined in Regulations Pert mides the Company Assistant and the company of the co	), and described below;			required to be submitted for the above period are mechanics contained therein are not less than the vination incorporated into the contract; that the nic conform with the work he performed.	ve period are duly registered in a bona fide anticeship agency recognized by the Bureau of if Labor, of if no such recognized agency exists in a nd Training, United States Department of Labor.	nat: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	In addition to the basic hourly wage rates paid to each faborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such	employees, except as noted in Section 4(c) below.
Date 10/06/2008	I, DIANE LEE-TROTTER (Name of Signatory Party) do hereby state:	(1) That I pay or supervise the payment of the persons employed by BUNN ENTERPRISES INC	(Contractor or Subcontractor)  MARION CO X326-19/80-0.00 05 ; that	(Building or Work) 21 day of 9 2008, and ending the	all persons employed on said project have been paid the full weekly wages earne been or will be made either directly or indirectly to or on behalf of said	Gontractor or Subcontractor)	weekly wages earned by any person and that no deductions have been made eff from the full wages earned by any person, other than permissible deductions as defined as 20,00 CFR Subition At several to the Servetary of Jahan Index the Constitution At the Servetary of Jahan Index the Ser	63 Start. 108, 72 Staf. 967; 76 Stat. 357; 40 U.S.C. 275c.	**************************************		(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO	IZ — In addition to the basic hourly wag the above referenced payroll, pay have been or will be made to	employees, except as noted in Sec

Case: 2:13-cv-00357-Al<sub>1</sub>M-T<sub>1</sub>

# EXHIBIT L

13 cy 00357-ALM-TPK Doc, #: 18-1, Filed: 05/30/13 Page; 109 of 226 PAGEID

U.S. Department of Labor

Employment Standards Administration

Wage and Hour Division

For Confractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

T BOTOMPHOODING OF THE STATE OF		on naucha) ion ale einea.	2010		espond to the conecidin of information unless it displays a currently valid OMB control number.	וו מו וווומו	กลขอก มกเ	idsic il disbir	ays a currenny	valid CIME	pontrol nur		E	·	Re	Rev. April 2006
2000	ENT	BUNN ENTERPRISES INC				₹	AUDRESS 13	EMING,	13589 STATE ROUTE 550 FLEMING, OH 45729	550					OMB No.: Expires:	OMB No.: 1215-0149 Expires: 04/30/2008
PAYROLL NO.		FOR WEEK ENDING				in in	OJECT AND	PROJECT AND LOCATION	7			1	PROJECTO	PROJECT OR CONTRACT NO.	NO.	
C)	İ		1004	10/04/2008		U)	SR 39 TUSCARA	SR 39 TUSCARAWAS COUNTY	YEND	-		)	ODOT 080034	0034	-	
€	<u>9</u>	· (6)		(4) C	(4) DAY AND DATE		(9)	(9)	(1)				(8)			(6)
	CDING		SST.	MT	W T F	ĽΩ						DED	DEDUCTIONS			. !
NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	MO. OF WITHHO EXEMPT	WORK	0,10		2012 09/30 10/01 10/02 10/03 DURS WORKED FACH DAY	10/01	TOTAL	RATE	GROSS AMOUNT FARNED	FICA	WITH- HOLDING	STATE	CITY	option of	TOTAL	WAGES
		OPERATOR	0	1,00		<u>-                                    </u>	<del> </del>	T	26.608\$					Ninch	SHOILDON	TOX WITH
MARIETTA, OH 45750	0	CLASS B W/M	20	8.00 10.00	0.4 0		27.00 \$2	\$28.42	\$1,132.47	886.63	\$132.00	\$40,34		\$21.09	\$280,06	\$852,41
			-													<i>π</i> .
			- m													
DONALD D MARSHALL		LABORER	0	3,00 1.59	2.00		5,50	\$37.53	\$957.02	70 /10	00.00	, e			-	1
LITTLE HOCKING, OH 45742	N	GROUP 1 WIM	ω	00 61 90'01	18.00		30.00	223.02	\$997.02	3/0/¢	391.00	\$32.79	•	\$41.14	\$241.20	78.66/6
TIM OTHY A MCKENZIE	,	OPERATOR		1.50 2,00	7.50		5.50	\$42.63	\$1,087.07	09 00	00.5706	) 0 T G		6	0	
MARIETTA, OH 45750	0	CLASS B W/M	15	10.00	0 10.00		30.00	\$28.42	\$1,303.07	477.07	\$245.00	548.30		C7'87¢	\$421.30	\$881.77
DELBERT G NEWLON	-	See (c) Exception	0				· ·		\$255.78			-				
MARIETTA, OH 45750	>	Coefficient Coeffi	100	80.08			3.00.6	528.42	\$1,240.12	\$94.86	\$158.00	\$45.40			\$298.26	\$941.86
BENJAMIN W PUTNAM	,	See (c) Exception	0	871	2:00		3.00	\$37.53	\$850.68	, co	0	6			1 6	
SZSZ KICE KUN KOAD COOLVILLE, OH 45723	Ν .	Group 1 W/M	27)	05.6 00.01	00'01		29.50	\$25.02	\$1,093.31	<b>463,03</b>	3100.00	\$57.5¢			\$220.95	9866.36
WILLIAM D ROBINSON		See (c) Exception	0						2383.67			, ,				. i
BELPRE, OH 45714	0	Class B W/M	40	9:00 4:50			13.50 s	\$28.40	\$1,316.23		\$169.00	\$48,98			\$318,08	cc./46¢
DANIEL D SEALEY	,	Cocal 18	O	1,90 2.00	3.60		5.00	\$42.63	\$1,065.75		4000	0.00		20, 20, 6	- C	
LITTLE HOCKING, OH 45722	>	class to wim	u	10.00 10.00	. 05.01 Ot		30.00	\$28.42	\$1,137.75	50'/84	9404.00	AC.046		60.776	16.900.0	8//8.44 44
	Soloro ande	the actionships and	200	work on Fac	odorally floades	A OF GRE	stand constr	too softor	tracts to "fract	videow da	tafement	sh weakly a statement with respect	of to the war	es paid each	ub eavolotte	rlan tha

preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally funenced or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the ALL-STATE LEGAL a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper. Davis-Bacon prevailing wage rate for the work page with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and filtinge benefits

**96** 

We estimate that it will take an average of 66 minutes to complete this collection of information, including time for reviewing instructions, searching extering data sources, gathering and maintaining the data needed reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information. If you have any comments the scale and information of information. Hour Division, ESA, U. S. Department of Labor, Room S3602, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

U.S. G.P.D., 1887 519,881

2:1	. <mark>3-</mark> c	v-00	)35	57-A	<u>-М-</u>	ŢPK	Doc	#: 18	<u>8-1 F</u>	iled:	05/3	30/13	3 Pag	je: 110 of	226 PA	<u>\GEI</u>	<u>D#: 5</u>	<mark>9</mark> 7
	NCASH	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable	basic hourly wage rate plus the amount of the required fringe benefits as listed. In the contract, except as noted in Section 4(x) below.	מופת זון ספרונסון +(כ) חפוסאי.	EXPLANATION	Non Union employee. Benefits paid in check	Non Union employee. Benefits paid in check	Non Union employee. Benefits paid in check.						IT BREAKDOWN		SIGNATURE	OFFICE MANAGER  OFFICE MANAGER  THE WILFUL FALBIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OF SUBJECT OF THE THE STATEMENTS AND SECTION 221 OF THE	A COLUMN TO THE PROPERTY OF TH
	<u>z</u>	<ul> <li>Each laborer or mechanic lis as indicated on the payroll, s</li> </ul>	basic tourly wage rate plus the amount of the required in the contract, except as noted in Section 4(n) below.	(c) EXCEPTIONS	EXCEPTION (CRAFT)	Delbert G Newlon	Benjamin W Putnam	William D Robinson						REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEFIT BREAKDOWN		NAME AND TITLE	DUMNE LEE-I KOT I EK OFFICE MANAGER THE WILLFU, FALBIFICATION OF ANY OF THE ABOV SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION :	31 OF THE UNITED STATES CODE.
			-	:	on the	<u>π</u> ω	1 %	e full	od of	8 8			•	the the	e pura de la compansión	ω <sup>*</sup>	d in ract uch	-
	OFFICE MANAGER	(Title)		,	itractor)	Ing the 4 day of	said	SES INC from the full	weekly wages earned by any parson and that no deductions have been made either directly or indirectly from the full wages earned by any parson, other than permissible deductions as defined in Regulations. Part	3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:				(2) That any payrolis otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborars or medianics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborar or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship agency recognized by the Bureau of Apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	at: (a) WHERE FRINGE BENEHTS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fitings benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such	Section 4(c) below.
10/23/2008	DIANE LEE-TROTTER	(Name of Signatory Party)		<ol> <li>That I pay or supervise the payment of the persons employed by BUNN ENTERPRISES INC</li> </ol>	(Contractor or Subcontractor) TUSCARAWAS CO, ODOT 080034 that	(Building or Work)	n said project have been paid ther directly or indirectly to or or	Contractor of Subcontractor	by any person and that no dec	issued by the Secretary of Labo 967; 76 Stat. 357; 40 U.S.C. 27		and analysis is the second to the distinct and the second to the second		olts otherwise under this contra that the wage rates for laborers s contained in any wage det itherein for each laborer or mec	prentices employed in the a n registered with a State ap Ining, United States Departmen th the Bureau of Apprenticeship	RINGE BENEFITS ARE PAID	raddition to the basic hourly v ne above referenced payroll, r ave been or will be made	mplayees, except as noted in t

Case: 2:13-cv

Case:

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions, Form WH-347 inst.)

00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 111 of 226 PAGEID #: 598 OMB No.: 1215-0149 Expires: 04/30/2009 Rev. April 2006 The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the processing filts from the federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compilance" indicating that the payrolis are correct and compiete and that each laborar or mechanic has been paid not lass than the proper. Davis-Bacon prevailing wage rate for the work performed. Compilance DEDUCTIONS \$318,68 \$298,26 TOTAL PROJECT OR CONTRACT NO. OTHER 349(06) (8) DEDUCTIONS ᄗᅻ STATE \$45.40 \$48.98 Persons are not required to respond to the collection of Information unless it displays a currently valid OMB control number. WITH-HOLDING TAX \$158.00 \$169.00 \$94.86 \$100.70 FICA 13589 STATE ROUTE 550 FLEMING, OH 45729 \$1,240,12 \$1,316,23 GROSS AMOUNT EARNED \$523.78 Ξ \$463.92 PROJECT AND LOCATION MEDINA COUNTY IR 71/SR 224/1 78 \$44.90 RATE OF PAY 9 656 63 \$29.93 ADDRESS TOTAL HOURS 17.50 14.00 8 9 훒 c/s 200 į, (4) DAY AND DATE 10.02 Н 200 ₹ 7,58 83 /930 10.00 H 8 ş 10/04/2008 × 97.59 82% Ø 13 HO TO o Ø 0 00 ō 0 ō Ø Ö 10 63 0 60 o D FOR WEEK ENDING See (c) Exception Operator Class B Operator Class B Ses (c) Exception CLASSIFICATION BUNN ENTERPRISES INC WORK ල OR SUBCONTRACTOR [7] EXEMPTIONS WITHHOLDING NO, OF 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE 3230 STSTE ROUTE 26 MARIETTA, OH 45750 NAME OF CONTRACTOR WILLIAM D ROBINSON DELBERT G NEWLON  $\epsilon$ BELPRE, OH 45714 28 PO BOX 733 PAYROLL NO.

We estimate that it will take an average of 56 minutes to complete this collection of Information, including time for reviewing instructions, searching extating data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, We, Washington, D. C. 20210.

with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benealts.

	(b) WHERE FRINGE BENEFITS	
DIANE LEE-TROTTER OFFICE MANAGER	Ē \	3-O
(Title) do hereby state:  (1) That I pay or supervise the payment of the persons employed by	Each laborer or mechanisms in the payre basic hourly wage rate pin the contract, except as	Each laborer or mechanic listed in the above referenced payroll has been paid, on a indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fings benefits as listed in the contract, except as noted in Section 4(c) below.
	(o) EXCEPTIONS	
(Contractor or Subcontractor)  MEDINA COUNTY ODOT 349(06); that during the payroll period commencing on the	EXCEPTION (CRAFT)	EXPLANATION
L <del>.,-</del>	DELBERT G NEWLON	NON UNION EMPLOYEE. BENEFITS PAID IN CHECK
eekly wages earned, that no rebates have said	WILLIAM D ROBINSON	NON UNION EMPLOYEE, BENEFITS PAID IN OCHECK
Contractor or Subcontractor)		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3,70 CER subtille A) lested by the Constant of the Constant		8-1 F
63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:		-led
	рамарке	3 Pac
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therain are not less than the applicable wage rates contained in any, wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	NEWTYNG,	<u>ie: 112 o</u>
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		<u>† 226 P</u>
	NAME AND TITLE DIANE LEE-TROTTER DELICE MANAGED	SIGNATURE
the above referenced payroll, payments of fringe benefits as itsted in the contract have been or will be made to appropriate programs for the benefit of such percentages avent as protected programs.	THE WILLFUL FALSIFICATION OF ANY OF THE ABSUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION OF THE INTER STATES AND THE PROSECUTION OF THE PROSECUTIO	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBJECT THE CONTRACTOR OF STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBJECT THE SUBJECT THE CONTRACTOR OF SUBJECT THE CONTRACTOR OF SUBJECT THE SUBJECT THE CONTRACTOR OF SUBJECT THE CONTRACTOR OF SUBJECT THE SUBJECT THE CONTRACTOR OF SUBJECT THE SUBJECT THE CONTRACTOR OF SUBJECT THE CONTRACTOR OF SUBJECT THE SUBJECT THE SUBJECT THE CONTRACTOR OF SUBJEC

Case: 2:13-cv-00357-AL-M

Case: 2 00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 113 of 226 PAGEID #: 600

PAYROLL

Employment Standards Administration US Department of Labor

Wagerand Hour Division

Persons are not required to respond to the collection of information unless it displays a currently valid DMB control number. (For Contractor's Optional Use; See instructions, Form WH-347 Inst.)

Rev. April 2009 OMB No.: 1215-01491 Expires: 04/30/20082 NET WAGES PAID \$1,136.52 FOR WEEK \$524.03 3 The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the DEDUCTIONS \$142.06 \$417.73 TOTAL PROJECT OR CONTRACT NO. \$26.56 OTHER 349(06) (8) DEDUCTIONS 급 STATE \$19.10 \$60,28 WITH. + HOLDING 1 TAX \$72.00 \$212,00 \$50.96 \$118.89 든 ADDRESS 13589 STATE ROUTE 550 \$666.09 GROSS AMOUNT EARNED ε \$254,41 \$254.4] FLEMING, OH PROJECT AND LOCATION MEDINA COUNTY IR 71/SR 224/1 76 RATE OF PAY <u>@</u> \$29,93 \$29.93 TOTAL HOURS 8.50 8.50 10 101 S 200 Ţ, Ş 8,50 (4) DAY AND DATE 1000 ≱ 10/03 10/01 10/11/2008 Σ 1006 10.05 . (/) TS SO TO 0 o 80 ٥ O o 0 ٥ 63 o FOR WEEK ENDING See (c) Exception Operator Class B LOCAL 18 CLASS B W/M WORK CLASSIFICATION OPERATOR BUNN ENTERPRISES INC Σ | | 3 OR BURGONTRACTOR EXEMBLIONS MILHHOLDING NO. OF Ø. 0 0 NAME, ADDRESS, AND SOCIAL, SECURITY NUMBER OF EMPLOYEE 3230 STSTE ROUTE 26 MARIETTA, OH 45750 NAME OF CONTRACTOR 726 VICKERS ROAD MARIETTA, OH 45750 DELBERT G NEWLON ε KERMIT W BUNN 29 PAYROLL NO.

preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or linancing the construction project, accompanied by a signad "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper. Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing date sources, gathering and maintaining the date nesded, and completing and reviewing the collection of information. If you have any comments regarding these settimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Doc #: 18-1 Filed: 05/30/13 Page: 114 of 226 PAGEID #: 601 Case: 2:13 FOR WEEK A 035

U.S. Department of Labor

Employment Standards Administration Wage and Hour Division

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

OMB No.: 1215-0149 Expíres: 04/30/2009 WAGES PAID ANCS-0035(134)CTC,U340-35-16.00 03 6 preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the a signed "Statement of Compilance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper. Davis-Bacon prevailing wage rate for the work performed. Compilance TOTAL \$417.73 \$142.06 PROJECT OR CONTRACT NO. \$26.56 OTHER (8) DEDUCTIONS 연구 STATE \$60,28 \$19.10 Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. WITH-HOLDING TAX \$212.00 \$72,00 \$118.89 \$50.96 FICA ADDRESS 13589 STATE ROUTE 550 FLEMING, OH 45729 GROSS AMOUNT EARNED \$113.68 ε \$71.05 PROJECT AND LOCATION PUTNAM COUNTY RATE OF PAY Œ \$28,42 \$28.42 TOTAL 2.50 8 8 9 ž W 07.0 jz, (4) DAY AND DATE 10.00 10/01 ≥ 2 \$ 10'01 10'01 E 10/11/2008 Ż 20/05 co. 12 80 TO 0 107 0 ø O ø ٥ o o ö ٥ FOR WEEK ENDING LOCAL 18 CLASS B W/M see (c) Exception WORK CLASSIFICATION Class B W/M OPERATOR BUNN ENTERPRISES INC Operator ô OR SUBCONTRACTOR D NO. OF WITHOLDING EXEMPTIONS Ø 0 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE NAME OF CONTRACTOR 726 VICKERS ROAD MARIETTA, OH 45750 3230 STATE ROUTE 28 MARIETTA, OH 45750 DELBERT G NEWLON £ KERMIT W BUNN 2 PAYROLL NO.

We estimate that it will take an average of 58 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gethering and maintaining the data needed, and completing and reviewing it collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and finge beneates.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

OFFICE MANAGER

DIANE LEE-TROTTER (Name of Signatory Party)

do hereby state;

10/23/2008

Date

 $\square$ 

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CHMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231-OF TITLE

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not lass than the sum of the applicable basic hourly wage rate plus the amount of the required frings benefits as listed in the contract, except as noted in Section 4(c) below.	EXPLANATION NON UNION EMPLOYEE, BENEFITS PAID IN						STATEMENTS MAY SUBJECT THE CONTRACTOR OR
V  = Each laborer or mechanlo as indicated on the payrol basic hourly wage rate plu in the contract, except as (c) EXCEPTIONS	EXCEPTION (CRAFT) DELBERT G NEWLON				REMARKS:		NAME AND TITLE DIANE LEE-TROTTER OFFICE MANAGER THE WILTUL FALSHICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR 31 OF THE UNITED STATES CODE
(1119) (1) That I pay or supervise the payment of the persons employed by  BUNN ENTERPRISES INC  (Contractor or Subcontractor)  MEDINA COUNTY ODOT 349006)	(Building or Work)  5 day of 10 2008, and ending the 11 day of 10 2008 all persons employed on said project have been paid the full Weekly wares earned in 10 2008	BUNN ENTERPRISES INC  (Contractor or Subcontractor)	weekly wages earned by any person and thet no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copaland Act, as amended (48 Stat. 367; 76 Stat. 367; 40 U.S.C. 276c), and described below.		Ocreet and complete; that the wage rates for abovers or mechanics contained to the submitted for the above period are epplicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conformation into the contract; that the	(3) That any apprentices employed in the above period are duly registered in a bone fide Apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, (4) That:	(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

U.S. Department of Labor

Employment Standards Administration Wage and Hour Division

For Contractor's Optional Use; See Instructions, Form WH-347 Inst.) PAYROLL

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 116 of 226 PAGEID #: 603

\*\*S398.23 \*\*S1.49 \*\*S895.61 U.S. Department of Labor (DOL) Regulations 28 CFR Part 5.5(a)(3)(ii) require contractors to submit weakly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the DEDUCTIONS PROJECT OR CONTRACT NO. OTHER 349(08) (8) DEDUCTIONS 占 \$42,44 \$59.89 Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. WITH-HOLDING TAX \$149.00 \$220.00 \$90.08 \$118.34 泛 ADDRESS 13589 STATE ROUTE 550 FLEMING, OH 45729 \$1,177,10 \$1,546.95 GROSS AMOUNT EARNED ε \$867.98 11.1868 PROJECT AND LOCATION MEDINA COUNTY IR 71/8R224/176 \$44.90 \$44.90 RATE OF PAY 6 \$29.93 \$29.93 TOTAL HOURS 27.00 26.00 2.00 4.00 ŝ 10/24 2,00 10.00 8.0 ş (4) DAY AND DATE 10/33 8.00 9.00 ≽ 22 8.00 3,00 10.23 E٠ 10/25/2008 Σ 200 ia. Ø T2 50 TO ō 6 0 0 0 O 0 0 FOR WEEK ENDING Sea (c) Exception Operator Class B W/M See (c) Exception Operator Class B WORK CLASSIFICATION BUNN ENTERPRISES INC M/M 9 OR SUBCONTRACTOR [7] 0 0 NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE DELBERT G NEWLON 3230 STATE ROUTE 26 MARIETTA, OH 45750 NAME OF CONTRACTOR WILLIAM D ROBINSON  $\in$ BELPRE, OH 45714 3 PO BOX 733 PAYROLL NO.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintening the data needed, and completing and raviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of informations for reducing this burden, send them to the Administrator. Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

a signed "Statement of Compilance" indicating that the payrolis are correct and complete and that each laborer or mechanic has been paid not less than the proper. Davis-Bacon prevailing wage rate for the work performed. Compilance

with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date 11/04/2008			
DIANE LEE-TROTTER	OFFICE MANAGER	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	N CASH
(Name of Signatory Party)	(Title)	☑ — Each laborer or mechanic	Each laborer or mechanic listed in the above referenced payroll has been paid.
do hereby state;		as indicated on the payroll, basic hourly wage rate plus	as indicated on the payrol, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the recuired frince haneits as listed
(1) That I pay or supervise the payment of the persons employed by	ons employed by	in the contract, except as n	in the contract, except as noted in Section 4(c) below.
(Contractor or Subcontractor)  MEDINA COUNTY ODOT 349(06)	ractor) that during the naviral period second on the	EXCEPTION (CRAFT)	EXPLANATION
(Bullding or Work)  19 day of10 , 2008 , and ending the 25	the 25 day of 10 2008	DELBERT G NEWLON	NON UNION EMPLOYEE. BENEFIT'S PAID IN CHECK
all persons amployed on said project have been paid the full weekly wages earn been or will be made either directly or indirectly to or on behalf of said	ne full weekly wages earned, that no rebates have	WILLIAM D ROBINSON	NON UNION EMPLOYEE, BENEFITS PAID IN CHECK
BUNN ENTERPRISES INC (Contractor or Subcontractor)	SS INC from the full iffactor)		
weekly wagas earned by any person and that no deductions have been made either directly or indirectly from the full wagas earned by any person, other than permissible deductions as defined in Recubiling Part	ctions have been made either directly or indirectly missible deductions as defined in Regulations. Part		
3 (28 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:	under the Copeland Act, as amended (48 Stat. 948, ), and described below:		
	and the state of t		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	required to be submitted for the above period are mechanics contained therein are not less than the alination incorporated into the contract; that the nic conform with the work he nerformed.	REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEFIT INFORMATION	IT INFORMATION
(3) That any apprentices employed in the above period are duly registered in a bone fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor,	ve period are duly registered in a bone fide shiftceship agency recognized by the Bureau of af Labor, of if no such recognized agency exists in a nd Treining, United States Department of Labor,		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FU		NAME AND TITLE	SIGNATURE
In addition to the basic hourly wag	In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the shows referenced marrial parameters of friend hours.	DIANE LEE-TROTTER OFFICE MANAGER	
have been or will be made to appropriate programs employees, except as noted in Section 4(c) below.	minima or imige behicing as listed in the contract propriets programs for the benefit of such alon 4(c) below.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOV BUBGONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. 31 OF THE UNITED STATES CODE.	THE WILTEL, FALSHICATION OF ANY OF THE ABOVE STATEMENTS MAY BUBLECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

#### EXHIBIT M

PAGEID #: 6

U.S. Wage and Hour Division

PAYROLL

For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OR SUBCONTRACTOR

Employment Standards Administration

Nage and Hour Division

U.S. Department of Labor

\$795 63 DEDUCTIONS \$349.20 PROJECT OR CONTRACT NO. OTHER THE \$28.02 \$146.34 \$30.34 \$81.83 \$29.76 \$42.93 3003-08 (8) DEDUCTIONS 걾 STATE \$50.59 \$46.96 \$40.53 \$55.80 \$77.44 \$38.86 WITH-HOLDING TAX \$157.00 \$103.00 \$182.00 \$106.00 \$393.00 \$193.00 \$116.60 \$107.67 \$70.85 \$92.36 \$148.77 \$87.58 진 ADDRESS 13589 STATE ROUTE 550 FLEMING, OH 45729 \$1,407,48 \$926.02 \$1,207.28 \$1,944.63 GROSS AMOUNT EARNED \$1,077.48 \$1,212,18 \$1,144,83 \$1,167.28 \$896,02 E \$344.20 1-77 SUMMIT COUNTY PROJECT AND LOCATION \$37.86 \$44.90 \$44.90 RATE OF PAY \$44.90 \$44.90 9 \$29.93 \$29.93 \$25.24 \$29.93 \$29.93 529.93 TOTAL HOURS 37.50 37.50 34.00 36.00 10.00 2.00 7.00 3 1.00 8 0.50 POV64 W 84/03 10.00 19.00 9.50 6.50 20.00 1.00 (4) DAY AND DATE 8.0 10.00 10.00 9.50 10.50 8.0 ≽ 12/40 87 7.50 7.50 7.50 7.50 10,00 15/10 01/20 0.00 0.00 0.00 9.00 10.00 8 8 8 8 0.50 ⋈ 63-50 18 80 10 ٥ o 0 S 0 8 0 ø . 60 ٥ o 103 FOR WEEK ENDING SUPERVISOR OPERATOR LOCAL 18 WHT/M OPERATOR LOCAL 132 WHT/M CLASSIFICATION OPERATOR LOCAL 18 WHT/M OPERATOR LOCAL 18 WHT/M OPERATOR LOCAL 18 WHT/M OPERTOR LOCAL 18 WHT/M BUNN ENTERPRISES INC WHT/W WORK Ô NO. OF WITHHOLDING WOTHOUS WOT 0 0 N O 0 N NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER 1 AMENDED NAME OF CONTRACTOR GUIDO J BEVILACQUA WILLIAM R CALLAHAM W TRAVIS ROBINSON ε DANIEL D SEALEY KERMIT W BUNN DANNY J LANTZ JIM R WATKINS PAYROLL NO. 3796 0481 581

While compisition of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information contractors performing where. U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)/3) in the preceding week, U.S. Department of Labor (DOL) regulations at 22 C.F.R. § 5.5(e)/3) integrine contractors to submit weekly a copy of all payrols to the Federal agency contracting for or financing the construction project, accompanied by a signed "Sistement of Compilance" indicating that the payrols are correct to a contracting agencies receiving this information review the Information to determine that employees have received legality. ALL-STATE LEGAL

\$1,144,83

### Public Burden Statement

Wa estimate that is will take an everage of 55 minutes to complete this collection, including than for reviewing instructions, searching axisting data sources, gathering and maintening the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Westington, D.C. 20210

(over)

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 120 of 226 PAGEID #: 607

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347Instr.htm) PAYROLL

U.S. Wage and Hour Division

		Persons are no	t remitted	for the company to the second second		" " " " " " " " " " " " " " " " " " "	a/whd/for	ms/wh34	7Instr.htm	•	311		
NAME OF CONTRACTOR OR SUBCONTRACTOR	TRACTO			ADDRESS It displays a outsold of intermation unless it displays a outsolfy valid OMB control number.	ntomation unles Appless	s it displays a ourre	ntly valld Of	MB control n	umber.		9	Cost waste and Hent Division Rev. Dec. 2008	out Division
	INN EN	BUNN ENTERPRISES INC				13589 STATE ROUTE 550 FLEMING, OH 45729	TE 550					OMB No.	1215-0149
PAYROLL NO.		FOR WEEK ENDING	g,		PROJECT AND I							Expires:	Expires: 12/31/2011
IAMENDED		-	04/04/2009	5008	1-77 SUMMIT COUNTY	COUNTY				PROJECT OR CONTRACT NO.	CONTRACT	ON.	-
E	(2)	(8)		(4) DAY AND DATE	(2)	(7)				2002-00			
NAME AND INDIVIDUAL IDENTIFYING NUMBER	PLICUS PULDING PTICUS		OS ST.	M T W T F S	<del></del>			-		(a) DEDUCTIONS			(6)
(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(4UL) (4UL) (4O, O)	WORK	8.2	POPO 2010 2010 1010 1516 0518	TOTAL	GROSS		WITH.	QTATE	- Orling			THE SE
DAVID J HEDGES				HOURS WORKED EACH DAY	+	OF PAY EARNED	FICA	TAX			OTHER	DEDUCTIONS	PAID
1811	ო	LOCAL 83	5	1.50	1.00 \$38	\$38.18	£				•		
The state of the s	1	MILIMA	70	10,00 7.50 10,00 10,00	37.50 525.45	\$1,062.56	67:186	\$74.00 	\$34.07		\$149,20	\$338.56	\$724.00
	<del></del>		o										-
		<del></del>	ø			T			<del></del> ,,				
DOING FANTA	1					\							
2845 2845	, ,⊿	LABORER LOCAL 693	0	1.00	1.00 \$38	\$38.18 \$992.56							
	F	WHT/W	es .	1.50 19.00 19.00	37.50 \$25.45	T	\$90.16	\$81.00	\$38.13		\$43.26	\$252,55	\$926.01
MICHAEL MANIN						\$1,178.56	- 5				····		
1946	თ	LABORER LOCAL 894	0	0.50	0.50 \$38.18	.18   \$808.04			-				
		· WHT/M	t/j	10.00 5.00 8.00 8.00	37.00 \$25.45	2000	\$61.82	\$0.00	\$19.26		\$35.27	\$116.35	\$691,69
JOEY S MCDONALD 2201	2	LABORER LOCAL 894	o			\$585.35							اد د د د د د د د د د د د د د د د د د د
		BLK/M	17)	00.00 5.00 8.00	23.00 \$25.45	$\overline{}$	\$44.78	\$43.00	\$14.57	<del></del>	\$25.61	\$127,96	\$457,39
MICHAEL M OBROCHTA 6268		LABORER LOGAL 860	o	1.50	1.00 \$38.18	\$954.38							
		WHT/M	Ø	10.00 7.50 10.00 8.50	36.00 \$25.45	1	\$73.01	\$110.00	\$29.24	<del></del>	\$41.58	\$253.83	\$700.55
SELMA G WHITE 4688	Ŧ	LABORER LOCAL 894	٥			\$585.35				-			
	-	WHT/F	œ	10.00 5.00 8.00	23.00 \$25.45	1	\$44.78	\$53.00	\$15.05		\$25.61	\$138.44	\$446.91
STEVEN M WHITLOCK 2014	-	LABORER	0			\$8,669\$			-	1		-	
	<b>)</b>	WHT/M	Ø	7.50 10.00 10.00	27.50 \$25.45		\$53.54	\$82.00	\$19.43	- <del></del>	\$130.63	\$285.60	5414.28
144 Library			-			8699.88		_			_	_	

While completan of Form WH-347 is optional, it is mendatory for covered contractors and subcontractors are selected for assisted construction contractors to submit weekly a copy of all payrolls to the Faderial general construction project, accompanied by a signed "Statement of Compliance" including week," U.S. Opportuned: Doll and federal contractors to submit weekly a copy of all payrolls to the Faderial general contracting the contracting the contracting to a signed "Statement of Compliance" including the payrolls are correct and that each income contracting agendes receiving his information to determine that employees have received logally required wages and thinge benefits.

# Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching axisting data sources, gethering and mentahing the Data needed, and completing and reviewing the collection, including suggestions for reducing this burden, sand them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W.

-								
Case	: 2:13-cv-0035	7-ALM-TPK	Doc #: 18-1	Filed: 05/30/2	L3 Page: 121	of 226	PAGEID #:	608

PAYROLL

Employment Standards Administration

Nage and Hour Division

S. Department of Labor

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

U.S. Wage and Hone Division

OMB No.: 1215-0149 Expires: 12/31/2011 NET WAGES PAID FOR WEEK \$1,321.84 \$1,522.81 ම Rev. Dec. 2008 \$462,48 \$587.45 PROJECT OR CONTRACT NO. OTHER 3003-08 (8) DEDUCTIONS ᅋ STATE \$68.98 \$88.01 WITH-HOLDING TAX \$257,00 \$338.00 \$136.50 \$161,44 Š 13589 STATE ROUTE 550 FLEMING, OH 45729 \$2,110,26 \$1,784,32 GROSS AMOUNT EARNED \$1,212,18 \$1,167.28 ε PROJECT AND LOCATION 1-77 SUMMIT COUNTY \$44.90 \$44.90 RATE OF PAY (9) \$29.93 529.93 ADDRESS TOTAL HOURS 37.50 37.50 1. 8 2.00 3 ş ¢λ 90.01 į, 10/10 10.03 8 (4) DAY AND DATE 24:02 0.00 00.01 ş > 35 7,50 800 03/20 03/31 80,0 [--1.00 97 04/04/2009 Ξ 5.5 T2 90.10 O o 0 w o £0 0 0 FOR WEEK ENDING Operator non-union WHT/M Operator non-union WHT/M WORK CLASSIFICATION c (Exception) c (Exception) BUNN ENTERPRISES INC Ē OR SUBCONTRACTOR Z NO. OF EXEMPTIONS EXEMPTIONS 0 0 NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER 1 AMENDED NAME OF CONTRACTOR WILLIAM D ROBINSON DELBERT G NEWLON Ξ PAYROLL NO.

# Public Burden Statement

We estimate that I, will take an average of 65 minutes to complete this collection, including tims for reviewing histructions searching abundate sources, gathering and methering these estimates or any other aspect of this collection, including auggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 93602, 200 Constitution Avenue, N.W.

04/20/2009	•		e: 2
DIANE LEE-TROTTER OFFICE MANAGER	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	IN CASH	:13-c
(Name of Signatory Party) do hereby state:	<ul> <li>Each laborsr or mechanic as indicated on the payroll, basic hourly wage rate plus in the contract, except as r</li> </ul>	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.	cv-0035
NC .	(c) EXCEPTIONS		57-A
(Contractor or Subcontractor)  -77 SUMMIT COUNTY ODOT 3003-08; that during the payroll pariod commencing on the	EXCEPTION (GRAFT)	EXPLANATION	LM-
(Building or Work) day of 3 2009, and ending the 4 day of 4 2009	DELBERT G NEWLON	NON-UNION BENEFITS PAID IN CHECK	TPK
all persons employed on said project have been paid the full weekly wages eamed, that no rebates have been or will be made either directly or indirectly to or on behalf of said	WILLIAM D ROBINSON	NON-UNION BENEFITS PAID IN CHECK	Doc
BUNN ENTERPRISES INC			#: 1
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Exemplating.			8-1
3 (29 C.F.R. Subtilite A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:			Filed
			05/3
			30/13
	CENTRIA		Pan
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechenics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	SEE ATTACHED SHEET FOR FRINGE BENEFIT INFO	IT INFO	ie: 122 of
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.			226 P
(4) That:  (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  [7] — In addition to the basic hourly wage rates paid to each laborar or mechanic listed in the above referenced payroll, payments of frings benefits as listed in the contract have been or will be made to appropriate programs for the hearest of each	NAME AND TITLE DIANE LEE-TROTTER OFFICE MANAGER THE WILLEUL FALSHIGATION OF ANY OF THE ABOVER SURFACTORY OF COMMISSION OF ANY OF THE ABOVER TO ENVIRONMENT OF THE ABOVER THE ABO	SIGNATURE N OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR	AGEID #: 6

## ADDRESS 13589 STATE ROUTE 550   FIGHWING, OH 45729   FIGHWING, OH A5729   FIGHWING, OH A529   FIGHWING, OH A5299   FIGHWING, OH A529				Persons are not required to respond	to respond to the collection of information unless it displays a currently valid OMB control number	Mormetton u	nless It disp	days a currently	y valid OM	B control nu	Tinga silati Mbar	=	30	AS. Wage and Hour Division	ner Division
Control	OR SUBC	ACTOR IN EIN	Z TERPRISES INC			ADDRESS	13589 ST	ATE ROUTE OH 45729	550					OMB No.	1215-01
10   10   10   10   10   10   10   10	61		FOR WEEK ENDIN		/2009	PROJECT A I-77 SUIV	ND LOCATI	NO YTNI				PROJECT 0 3003-08	PROJECT OR CONTRACT NO. 3003-08	NO.	12/3//20
Local Layer Column   Local Library   Local L		<u>(i)</u>			(4) DAY AND DATE	(5)	(9)	(3)							á
MIT W BUNN		SNO!!!			M T W T F			·		į	DED	(8) ICTIONS		-	
N.W. BLUNN		NO. OF			OMOR OSON 04/08 04:09 04/10 OVING VOURS WORKED EACH DAY	TOTAL	RATE OF PAY	GROSS AMOUNT	401	HOLDING	STATE	CITY		TOTAL	WAGES PAID
W BUNN	UIDO J BEVILACQUA		SUPERVISOR	0							S		OTMER	DEDUCTIONS	FORWEE
NW BUNN   O		0		es							<b>1</b>				
MIT W BUNN  OPERATOR  OPERATOR  OWHTM  AM R CALLAHAM  OPERATOR  O UCCAL 12  WHTM  OPERATOR  O UCCAL 18  WHTM  OPERATOR  O UCCAL 18  WHTM  O UCCAL 18  WHTM  O UCCAL 18  O UCCA	EVIN W BUNN 56	, c	SUPERVISOR	a											
MIT W BUNN  OPERATOR  WHTM  OPERATOR  WHTM  OPERATOR  WHTM  OPERATOR  OPERATOR  WHTM  OPERATOR  OPERATOR  OPERATOR  WHTM  OPERATOR  OPERATOR  OPERATOR  OPERATOR  OPERATOR  OPERATOR  OPERATOR  WHTM  OPERATOR  OPERATOR  OPERATOR  OPERATOR  OPERATOR  WHTM  OPERATOR  OP		>		co.				\							
AW R CALLAHAM	ERMIT W BUNN	<u> </u>	OPERATOR	٥	8,00	_	1	\$239.44							
AW R CALLAHAM   2   COCAL 132   WHT/M   8   840   840   841.70   823.78   \$21.00     NY J LANTZ		0	WHT/M	Ø.				00 1313	\$26.93	\$5.00	\$6.32	<del></del>	\$6.79	\$45.04	\$306.86
NY JLANTZ  OPERATOR  OPERATOR  OWHT/M  OPERATOR  OWHT/M  OPERATOR  OWHT/M  OPERATOR  OWHT/M  ONDERATOR  OWHT/M   LLIAM R CALLAHAM		OPERATOR	0				\$403.84	000							
AVIS ROBINSON  OPERATOR  ONERATOR  O		Ŋ	WHTM	æ			\$25.24	\$441.70	\$33.78	\$21.00	\$18.87		\$72,47	\$146.12	\$295,58
AVIS ROBINSON  OPERATOR  OWHT/M  SUCAL 18  SUCAL 83  VHT/M  N K LANTZ  AVIS ROBINSON  OPERATOR	ANNY J LANTZ	c	OPERATOR	. 0				\$478.88							
AVIS ROBINSON  0 LOCAL 18		>	WHT/M	a a	<del> </del>	1	129.93	\$508.82	\$38.92	\$7.00	\$11.16		\$13.20	\$70.28	\$438.54
DUHEDGES  LABORER  SUCCAL 83  WHT/M  WHT/M  WHT/M  WHT/M  SUCCAL 639  WHT/M  SUCCAL 639  WHT/M  SUCCAL 639  SEA4 S57.00  S25.93  S15.39  S26.44 S57.00  S26.	TRAVIS ROBINSON		OPERATOR	0				\$523.78							
S LABORER 0 8.00 km 16.00 s35.45 \$407.20 835.39 \$0.00 NHT/M 8 10.00 km 16.00 s35.45 \$407.20 835.39 \$0.00 NHT/M 8 10.00 km 16.00 s35.45 \$59.72 \$21.00		>	WHTM	æ	9.50	<del>                                     </del>	55,93	69'252\$	\$56.44	\$57.00	\$20.88		\$65.09	\$199,41	\$538.28
3 WHTM s 8.00 R.00 16.00 \$25.45 \$462.66	IVID J HEDGES	c	LABORER LOCAL 83	٥				\$407.20							
4 LOCAL 639		າ	WHT/W	Ø				8462.66	\$35.39	20.00	\$6.39		\$124.52	\$169.30	\$293,36
WHT/M 8.00 8.00 1.6.00 1.5.00 8.00	MAN K LANTZ 45	<b>V</b>	LABORER LOCAL 639	0				\$407.20							
>>:>-		+	WHT/M	ø	8.00 8.00	16.00 s	\$35.45	\$780.66	\$59.72	\$21.00	\$20.61		\$18.58	\$119,91	\$660.75

## Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including the collection of information. If you have served and maintaining the deal made of 55 minutes to completing and reviewing the collection of information. If you have served this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, E.S.A., U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W. . Westington, D.C. 20210

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 124 of 226 PAGEID #: 611

# PAYROLL

Employment Standards Administration

Wage and Hour Division

.S. Department of Labor

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of Information unless it displays a currently valid OMB control number

U.S. Wage and Faur Divising

OMB No.: 1215-0149 Expires: 12/31/2011 NET WAGES PAID FOR WEEK \$303.28 \$851,02 \$785,01 \$471.10 \$268.21 Rev. Dec. 2008 œ \$214.88 \$59.39 \$239,90 \$165.16 \$75.37 PROJECT OR CONTRACT NO. OTHER \$15.78 \$27.49 \$15.04 3003-08 (B) DEDUCTIONS CITY STATE \$36.45 \$16.99 \$5.86 \$6.05 WITH-HOLDING TAX \$120.00 \$106.00 \$10,00 \$72.00 \$28.00 \$27.75 \$48.68 \$26.28 \$83.45 \$76.49 전 ADDRESS 13589 STATE ROUTE 550 FLEMING, OH 46729 \$523.78 \$999.89 \$343.58 \$362.67 GROSS AMOUNT EARNED \$523.78 \$343.58 5 \$356.30 5407.20 PROJECT AND LOCATION 1-77 SUMMIT COUNTY RATE OF PAY 9 \$25,45 529.93 529,93 \$25.45 \$25.45 TOTAL 14.00 17.50 17.50 16,00 13.50 <u>@</u> Ī Ø 9/10 ĺΣ, (4) DAY AND DATE 80 8 80.9 8 8 8 2.30 ≥ 80/2 020 9.30 3.00 8.00 800 2010 [--04/11/2009 504 Σ 60/40 co JE RO JO 0 0 D O 0 0 p Ø ō CO. 0 FOR WEEK ENDING Non-Union Operator WHT/M Operator WHT/M (c) Exceptions Non-Union WORK CLASSIFICATION (c) Exceptions LABORER LOCAL 860 WHT/M LABORER LOCAL 639 WHT/M LABORER LOCAL 894 WHT/M BUNN ENTERPRISES INC 9 OR SUBCONTRACTOR [7] EXEMPTIONS WITHOUGHE NO. OF O. 0 0 0 0 NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER MICHAEL M OBROCHTA NAME OF CONTRACTOR WILLIAM D ROBINSON STEVEN M WHITLOCK DELBERT G NEWLON 3755 £ ANDREW R ZAGER C) PAYROLL NO. 5443 7859

While compilation of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contractors performing work on Federally financed or assisted construction contracts to fund in septet to the wages paid each employee during the preceding week." LLS Department of Labor (BOL), regulations at 29 C.F.R, § 5.6(a)(3)(ii) requires contractors performed to the Federal agency contractor for or finanching the construction project, accompanied by a signed "Statement of Completions" indicating that the payrolis to the Federal agency contracting for or finanching the contracting accompanied by a signed "Statement of Completions" indicating that the payrolis are correct and to the federal agency contracting agencies receiving this information review the information to determine that employees have received legally required wages and thinge benefits.

### Public Burden Stafement

We stymate hat is will take an avange of 55 minutes to complete this collection, including time for reviewing this burden, send them to the Administrator, Wage and meintaining the data respect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitutor Avenue, N.W. Washington, D.C. 20210

wages earned by any person, other than permissible deductions as defined in Regulations, Part. Subtitie A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 8, 72 Stat. 967, 76 Stat. 367, 40 U.S.C. § 3145), and described below:

any person and that no deductions have been made either directly or indirectly

earned by

3 (29 C.F.R. St 63 Start. 108, 7

from the full

weekly

from the full

(2) That any payrolis otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the

applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed. Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of ල

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

 $\mathbb{N}$ 

(4) That:

in addition to the basic hourly wage rates paid to each faborer or mechanic fisted in the above referenced payroll, payments of things benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below. i

OFFICE MANAGER

DIANE LEE-TROTTER (Name of Signatory Party)

04/20/2009

Date

on the

(1) That I pay or supervise the payment of the persons employed by

do hereby state;

BUNN ENTERPRISES INC

Contractor or Subcontractor

1-77 SUMMIT COUNTY ODOT 3003-08

(Building or Work)

day of

ю

; that during the payroll period commencing on the

2009

4

day of

7----T:--

2009, and ending the

all persons employed on said project have been paid the full weakly wages earned, that no rebates have

been or will be made either directly or indirectly to or on behalf of sald

BUNN ENTERPRISES INC Contractor or Subcontractor

EXCEPTION (CRAFT)	EXPLANATION
DELBERT G NEWLON	NON-UNION BENEFITS PAID IN CHECK
WILLIAM D ROBINSON	NON-UNIION BENEFITS PAID IN CHECK
j	
REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEFIT INFO	INFO
	-

DIANE LEE-TROTTER OFFICE MANAGER NAME AND TITLE

THE WILLFUL FALSHICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 19 AND SECTION 231 OF THE 13 THE UNITED STATES CODE.

-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 126 of 226 U.S. Wage and Hour Division. Case:

U.S. Department of Labor

Employment Standards Administration Wage and Hour Division

For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm) PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

WILLIAM D ROBINSON

(c) Exceptions

(d) Exceptions

(e) Exceptions

(e) Exceptions

(f) Exceptions

(g) Except OMB No.: 1215-0149 Expires: 12/31/20119 NET WAGES PAID FOR WEEK \$881,35 \$880,34 \$500.52 \$677.13 \$865,52 \$893.17 **©** Rev. Dec. 2008 DEDUCTIONS \$326,09 \$264.37 \$160.92 \$385,26 \$255.96 \$331.01 TOTAL PROJECT OR CONTRACT NO. \$21.19 OTHER \$19,83 \$142,66 \$21.76 \$72.31 3003-08 (8) DEDUCTIONS ဌ STATE \$41,19 \$38,90 \$24,04 \$44.25 \$41.17 \$18000 WITH-HOLDING TAX \$118,00 \$79.00 \$51.00 \$126.00 \$96.82 \$87.64 \$223.00 \$63,24 \$64,12 \$91.53 \$87.91 ACA ADDRESS 13589 STATE ROUTE 550 FI FMING. OH 45729 \$1,145.72 \$838.05 \$1,265.60 \$1,196.53 \$826.61 GROSS AMOUNT EARNED \$845.53 \$845.53 E \$725.65 \$838.05 \$815.60 \$763,22 PROJECT AND LOCATION 1-77 SUMMIT COUNTY \$37.86 \$44.90 29.93 \$44.90 \$44.90 \$44.90 \$44.90 RATE OF PAY ê 525.24 529.93 \$29,93 \$29.93 \$29,93 TOTAL HOURS 25.00 25.00 24.00 26.50 26.00 26.00 2.00 1.50 1,50 1.50 1.00 1.50 6 81/10 **JOURS WORKED EACH DAY** ₹ 8 8.8 S 2 8 9.00 8,00 2.60 8.00 8.90 8 8.9 (4) DAY AND DATE - 12 - 14 - 14 8.00 9.30 8 89 9.00 9.00 04/13 9.06 8.00 88 ≥ 8,00 8.50 8.0 20.00 04/18/2009 27.2 Σ Q4/13 Ø o T2 90 T0 o ற <u>\_</u> os ō Ø ō ō ó FOR WEEK ENDING (o) Exceptions
Non-Union
Operator WHT/M SUPERVISOR OPERATOR LOCAL 18 WHT/M LOCAL 132 WHT/M WORK CLASSIFICATION DPERATOR LOCAL 18 WHT/M **OPERATOR** OPERATOR LOCAL 18 WHT/M **DPERATOR** LOCAL 18 BUNN ENTERPRISES INC WHT/M WHT/M Ê NO. OF OR SUBCONTRACTOR 0 Ö 0 0 NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER TIMOTHY A MCKENZIE GUIDO J BEVILACQUA WILLIAM R CALLAHAM NAME OF CONTRACTOR W TRAVIS ROBINSON DELBERT G NEWLON € KERMIT W BUNN DANNY J LANTZ ¢. PAYROLL NO 0481

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing his functions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, if you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour, Division, ESA, U.S. Department of Labor, Room 83502, 200 Constitution Avenue, N.W.

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 127 of 226 PAGEID #: 614

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

U.S. Wige and Hearr Division Rev. Dec. 2008 Persons are not required to tespond to the collection of information unless it displays a currently valid OMB control number. OR SUBCONTRACTOR 7 NAME OF CONTRACTOR

J		3		ADDRESS 13589	STATE ROUTE	550						C, 2000
	NEN.	BUNN ENTERPRISES INC		FLEMI	FLEMING, OH 45729	3					OMB No.:	OMB No.: 1215-0149
PAYROLL NO.		FOR WEEK ENDING	G 04/18/2009	PROJECT AND LOCATION I-77 SUMMIT COUNTY	NOLLY				PROJECT C	PROJECT OR CONTRACT NO.	NO.	V-003
(1)	(2)	(3)	(4) DAY AND DATE	(5) (6)	(£)				20.000			
NAME AND INDIVIDUAL IDENTIFYING NUMBER	OLDING SNOTT		S M T W T F S		-	·			(8) DEDUCTIONS			6 6
(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	WITHH WITHH EXEMP	WORK CLASSIFICATION	5 avis ovis ovis ovis ovis ovis ovis HOURS WORKED EACH DAY	TOTAL RATE	GROSS AMOUNT EARNED	Q.	WITH- HOLDING	STATE	CITY		TOTAL	NET WAGES PAID
DAVID J HEDGES 1811		LABORER LOCAL 83	1,50		8		<u> </u>			OTHER	DEDUCTIONS	FOR WEEK
	,	WHT/M	3.00 8.00	25.00 525.45	\$723.52	\$55,35	\$23,00	\$19.38		\$136.03	\$233.76	\$489.76
			0									
			ď					-	····			10-
BRIAN K LANTZ 2846		LABORER LOCAL 639	2.09	2,00 \$38.18	\$ \$712.61							
	4	WHT/M	S 8.00 8.00	25.00 \$25.45	1	\$59,10	\$20,00	\$20.30	•	\$30.83	\$130,23	\$642,38
MICHAEL M OBROCHTA 8268	·	LABORER 1 OCAL 860	55°;	1.50 \$38.18	\$693.52				<b>1</b>			
Territorian maritation	7	WHTM	8,00 9,00 8,00	25.00 \$25.45	1 2603 53	\$53.05	\$59,00	\$18.23		\$30.09	\$160.37	\$533,15
STEVEN M WHITLOCK 2014	0	LABORER LOCAL 639	0	1.50 \$38.18	\$64			<del>                                     </del>				
		WHT/M	S 6.25 9.00 8.00	23,25 525.45	\$648.98	\$49.65	\$74.00	\$17.48		\$128.13	\$269.26	\$379.72
ANDREW R ZAGER 5443	C	LABORER LOCAL 894	0 (1.50	1.50 \$38.18	202						-	3. 12
The state of the s	>	WHT/M	8 6.00 9.00 8.00	23.00 \$25.45	\$642.62	\$49.16	\$73.00	\$17.24		\$28.21	\$167.61	\$475.01
			o									
			Ø.									.O F
			0									AG
			8					-		*******	•	
While completion of Form WH-347 is optional if is mandaton for soveral	frank for or	and to have made and	The second secon									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or saskstad construction contracts to respond to the proceeding weak." U.S. Department of Leaders in the Coppish of Section 12 C.F.R. § 5.149) contractors and subcontractors performing work on Federal assistad construction contracts to "funiti weakly a statement with respect to the wages paid section assistant contraction contraction for a statement with respect to the proceeding weak." U.S. Department of Leaders in Section 12 C.F.R. § 5.5(a)(3)(i)) require contractors to submit weakly a copy of all payoris to the Pederal agency contracting for or financing the construction project, as a signed "Statement of Completion in the proper Devis-Bacon prevailing wage rate for the work performed. DOL and federal contracting aparetes receiving this information to determine that employees have received lagarly required wages and thinge banefits.

Public Burden Statement

(ever)

We selentia that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching exterting exterting and maintaining the data heads, and completing and reviewing the collection of information. If you'have say comments regarding these estimates or any other expect of this collection, including suggestions for reducing this burden, send than to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room Sabbz, 200 Constitution Avenue, N.W.

te 04/24/2009 DIANE   FE.TROTTER	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	NCASH
(Name of Signatory Party)	☑ - Each laborer or mechanic li	Each laborer or mechanic listed in the above referenced payroll has been paid
do hereby state:	as indicated on the payroll, basic hourly wage rate plus	as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listan
(1) That I pay or supervise the payment of the persons employed by	In the contract, except as noted in section 4(c) below.	oted in section 4(c) below.
(Contractor or Subcontractor)  1-77 SUMMIT CO, ODOT 3003-08 that during the neural people and contractor that during the neural people and contractor that during the neural people are the contractor that during the neural people are the contractor that during the neural people are the contractor that during the contr	EXCEPTION (CRAFT)	EXPLANATION
	DELBERT G NEWLON	NON-UNION EMPLOYEE BENEFITS PAID IN CHECK
sekly wages earned, that no rebates have	WILLIAM D ROBINSON	NON-UNION EMPLOYEE BENEFITS PAID IN CHECK
BUNN ENTERPRISES INC  (Confractor or Subcontractor)		
weakly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part		
of 25 Car. 1. Submits 7), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 367; 40 U.S.C. § 3145), and described below;		
	A Political Control of the Control o	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEF(T INFO	T INFO
(3) That any apprendices employed in the above period are duly registered in a bona fide apprendiceship program registered with a State apprendiceship agency recognized by the Bureau of Apprendiceship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprendiceship and Training. United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS NAW	NAME AND TITLE	SIGNATURE
	DIANE LEE-TROTTER OFFICE MANAGER	
or the benefit of such	E WILLFUL FALSIFICATION OF ANY OF THE ABOVI BOONTRACTOR TO GIVIL OR CRIMINAL PROSECUTION, 6 OF THE UNITED STATES CODE.	LE WILLEN, FALBIFATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBSONITEACTOR TO GIVE OF SEMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

#### Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 129 of 226 PAGEID #: 616

S. Department of Labor

Employment Standards Administration Wage and Hour Division

[For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm) Persons are not required to respond to the collection of informetion unless it displays a currently valid OMB control number PAYROLL

U.S. Wage and Hour Division

OMB No.: 1215-0149 Expires: 12/31/2011 NET WAGES PAID FOR WEEK \$1,029.11 \$1,081.95 \$699.49 \$520.66 \$1,437,29 8955.09 \$533.50 Rev. Dec. 2008 <u>@</u> TOTAL DEDUCTION \$261.78 \$326.22 \$168.56 ٠. \$420.84 \$437.82 \$532.78 \$253.65 PROJECT OR CONTRACT NO. OTHER \$24,28 \$90.30 \$21.78 \$75.02 \$23.32 \$138.63 3003-08 (8) DEDUCTIONS ģ STATE \$48.26 538.63 \$25.38 \$54,85 \$49.94 \$79.06 \$21.81 WITH HOLDING TAX \$103.68 \$150.00 \$73.00 \$55.00 \$176.00 \$258,00 \$303.00 \$33,00 \$106.56 \$66.40 \$114.97 \$59.85 \$150.72 \$60.21 Š 13589 STATE ROUTE 550 \$1,355.33 \$782.44 \$868.05 \$1,502,79 \$1,970.07 \$1,392.91 \$787.15 GROSS AMOUNT EARNED \$782.44 ε \$838.05 \$950.29 \$757.15 \$935,33 \$897.91 \$897.91 FLEMING, OH PROJECT AND LOCATION I-77 SUMMIT COUNTY \$44.90 \$37.86 \$44,90 RATE OF PAY \$44.90 \$29,43 \$38.18 \$44.90 \$44.90 9 \$25.24 520.93 529.93 \$20.93 \$29.93 \$25.45 ADDRESS TOTAL HOURS 27.50 26.50 28,00 26.00 2.50 28.00 27.00 2.00 27.00 Ð, 1.00 2.50 2.00 2.00 2.50 Š ÇΩ 7 بتا 2,00 8.0 202 8.0 8 893 2.00 8,00 8.00 3 5 25 2.50 200 (4) DAY AND DATE 3 0.50 90 9,00 10.00 9.50 5.00 6 \$4/22 ≥ 10.00 0.00 0.50 00.01 19.00 ۶, 9.50 00.00 35 ŝ 3 04/25/2009 8 Σ 01/10 ď 72 90 JO a Ö o ō 0 60 o 1/3 0 Ø o FOR WEEK ENDING OPERATOR LOCAL 18 WHT/M (c) Exceptions Non-Union Operator WHT/M SUPERVISOR WHT/M WORK OPERATOR LOCAL 18 WHT/M OPERATOR LOCAL 18 WHT/M OPERATOR LOCAL 18 WHT/M OPERTOR LOCAL 132 WHT/M BUNN ENTERPRISES INC. LABORER LOCAL 83 WHT/M 0 OR SUBCONTRACTOR [7] MO. OF WITHOLDING WO. OF 2 0 0 N 0 0 0 0 ო NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER NAME OF CONTRACTOR WILLIAM R CALLAHAM TIMOTHY A MCKENZIE W TRAVIS ROBINSON 3796 € GUIDO BEVILACQUA 5811 DELBERT G NEWLON KERMIT W BUNN 9633 DAVID J HEDGES DANNY J LANTZ ¥ PAYROLL NO. 0481 3755 1811

While completion of Form WH-347 is optional, it is mandatory for covered confrectors and subconfractors performing work on Federally financed or assisted construction contracts to the information contained in 26 C.F.R. §5.3.3. 5.8(a). The Copaland Act. (40 U.S.C. § 3.445) contractors performing work on Federally financed or assistant contracts to "furnish weakly a statement with respect to the wages paid each smpterior between the periods work of a contracting for or financing the construction project, accompanied by a signed "Sinanced" indicating that the periods and of such sections and that each laboret or mechanic has been paid not lars than the proper Davis-Bacon preveiting wage rate for the work performed. DOL and forces received this thick median to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

We setimate that I will lake an average of 55 minutes to complete this collection. Including time for reviewing this tructions, searching axisting data sources, gathering and maintening the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room \$3502, 200 Constitution Avanue, N.W.

U.S. Wage and Henr Division

Rev. Dec. 2008

PAYROLL

U.S. Department of Labor

(For Confractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. ADDRESS 13589 STATE ROUTE 550 OR SUBCONTRACTOR 7 Employment Standards Administration Wage and Hour Division NAME OF CONTRACTOR

***************************************	N EN	BUNN ENTERPRISES INC				<del></del>	FLEMING	IJSSB STATE KOUTE 550 FLEMING, OH 45729	260					OMB No.	OMB No.: 1215-0149
PAYROLL NO,		FOR WEEK ENDING	Š			PROJECT	ANDLOCATI	N. C.						'Sall'da'	12/3/12/11
+			2	04/25/2009		L77 SU	1-77 SUMMIT COUNTY	ΥTΝί				9003-08	PROJECT OR CONTRACT NO. 3003-08	, NO.	
(1)	(S)	(8)	_	(4) DAY AND DATE	D DATE	(9)	(9)	(2)							i,
GAME AND INDIVIDUAL LANGER	HOMS DEDING	-	TSA	S M T W	TFS	T = 0					OED	(8) DEDUCTIONS			6
(9.9., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHK EXEMP	WORK CLASSIFICATION		HOURS WORKED EACH DAY	D EACH DAY	TOTAL HOURS	RATE	GROSS	i L	WITH- HOLDING	STATE	CITY	1	TOTAL	WAGES PAID
BRIAN K LANTZ 2845	٠,	LABORER LOCAL R30	C	05.0	2.50	3.00	T	\$827.14	S	<u> </u>			OTHER	DEDUCTIONS	FOR WEEK
	4	WHT/M	20	10°01	10.00 10.00 8.00	28.00	\$25,45	\$863.14	\$66.02	\$34.00	\$24.05		\$35.66	\$159,73	\$703.41
			0												
			(O)					\							
MICHAEL M OBROCHTA 6268	,	LABORER LOCAL 860	0		1.30	1.50	\$38.18	\$706.25						-	
	7	WHT/M	တ	9.50	8.00 8.00	25.50	\$25.45	2000	\$54.02	\$61.00	\$18.72		\$30,64	\$164.38	\$541,87
STEVEN M WHITLOCK 2014	C	LABORER I OCAL B39	0		1.50	1.50	\$38.18	\$693.52							
-	<b>-</b>	WHT/M	<i>a</i> s	8.00	9.00 8.00	25.00	\$25,45	\$693,52	\$33.04	\$80.00	\$19.19		\$130,09	\$282,32	\$411.20
ANDREW R ZAGER 5443	c	LABORER LOCAL 894	ņ		0570	0.50	\$38.18	\$655.34							
		WHT/M	ø	8.00	9.00 8.00	25.00	525.45	\$655.34	\$50.14	\$74.00	\$17.72		\$28.59	\$170,45	\$484.89
			٥										-		
			s;		, .			\	tu				·		
			a		-			\							
			Ø										· ·	<u> </u>	
			0		,										
			Ø	·		-		\			· · · · · · · · · · · · · · · · · · ·				
White completion of Form WH-347 is obtional. It is manifely for covered contractors and	0.00	the pue and contract pare	Agran, Car	decis palmodran sodo	or Code and Code		1	-		-					

While completion of Form WH-347 is optional, it is mandetory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the Information collection contracts of East (58.3.3.5.5(a). The Copeland Act
(40.0.3.0.8.3.4.6.5) contractors and subcontracting week.\* U.S. Department of Labor (DOL)-regulations at
29.C.F.R. § 5.5(a)(3)(ii) regular contracting week.\* U.S. Department of Compliance\* in Complete and that each representation to financing the construction project, accompanied by a signed "Statement of Completeres" inclinating that the payrolis are correct and complete and that each labora
or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal opinies receiving this information to determine that employees have received legally required wages and fringe behalfs.

# Public Burden Statement

We astimate that is will take an average of 55 minutes to complete this collection, including this for reviewing the for reviewing the for reviewing the formation. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send than to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room 83602, 200 Constitution Avenue, N.W.

(over)

(Name of Signatory Party)	🔽 — Each laborer or mechanic li	Each laborer or mechanic listed in the above referenced payroll has been hald
do hereby state:	as indicated on the payroll, basic hourly wage rate plus	as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required those hencefts as install
(1) That I pay or supervise the payment of the persons employed by	in the contract, except as noted in section 4(c) below,	oted in section 4(c) below.
	(c) EXCEPTIONS	
(Contractor or Subcontractor)  I-77 SUMMIT CO, ODOT 3003-08 ; that during the payroli period commercing on the	EXCEPTION (CRAFT)	EXPLANATION
	DELBERT G NEWLON	NON-UNION EMPLOYEE BENEFITS PAID IN CHECK
all persons employed on said project have been paid the full weekty wages earned, that no rebates have been or will be made either directly or Indirectly to or on behalf of said		
BUNN ENTERPRISES INC		
(Contractor or Subcontractor)		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3-729 C.F.R. Subtitle A1 issued by the Servatary of Island and Committee A200 C.F.R. Subtitle A1 issued by the Servatary of Island B1		
63 Start, 108, 72 Stat. 967, 75 Stat. 357, 40 U.S.C. § 3145), and described below:		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable was rates contained in any ways determined to be submitted.	REMARKS: SEE ATTACHED SHEET FOR FRINGE BENEFIT INFO	OHN! T
dessifications set forth therein for each laborer or mechanic conform with the work he performed.		••
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in	DIANE LEE-TROTTER OFFICE MANAGER	
the above related payroll, payments of intrige benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE 31 OF THE UNITED STATES CODE.	STATEMENTS MAY SUBJECT THE CONTRACTOR OR SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

OFFICE MANAGER

DIANE LEE-TROTTER

05/01/2009

Date

#### EXHIBIT N

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 133 of 226 PAGEID #: 66

U.S. Department of Labor Employment Standards Administration

. .

Employment Standards Administration Wage and Hour Division

FATKULL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

44

96505 OMB No.: 1215-0149 Explos: 04/30/2009 NET WAGES PAID FOR WEEK Rev. April 2008 \$863.86 \$951.32 \$625,88 \$752.69 \$706.54 Ē 302.89 TOTAL DEDUCTIONS \$336,50 \$226.52 \$181,96 \$159.54 \$307.02 PROJECT OR CONTRACT NO. \$21.28 \$28.89 OTHER \$20,15 \$67.43 ODOT 080034 Į ₹.5° \$12.34 \$10.33 \$11,68 (8) DECIUCTIONS \$9.91 대 94.94 144.00 44. 20 \$27,24 \$25.29 \$41.34 STATE \$42,69 \$43,93 WITH. HOLDING TAX \$135.00 \$85.00 \$44,00 \$55.00 \$126,00 \$91.82 \$71.50 \$96.26 \$66.26 \$65.23 FICA - Notakar Aboness 18589 State Route 550 \$934.65 \$1,200.36 \$1,258.34 \$852,40 \$866.08 148.34 Flaming, OH 46729 GROSS AMDUNT EARNED \$778.34 1822,40 \$688.65 \$660,86 Ξ PROJECT AND LOCATION SR 39
Tuscatawas County 16,00 29,37 \$44.06 \$44,06 \$37.91 20.55 \$37.91 \$44.06 ŝ. \$25.27 \$29.37 \$29.37 \$25.27 \$29,37 3 16.00 12.00 16,00 16,00 Total. Hours 3,8 8.00 7.50 7.50 7,00 3 25 Ø -CIA9 21/96 4) DAY AND DATE ş ã 8 8 3 Š 3 Š ž Ç ø ≱ ₹ 8 3 8 8 Š 8 3 8 8 흫 م ナ Ş 36/13/0209 × š 8 ŝ Seeks Eucapton of FOR WEEK ENDING Class & wm See (c) Exception Laborer Laborer Local 639 Group 1 W/M Operator Local 18 Class B W/M WORK CLASSIFICATION Operator Local 18 Class B W/M Operator Local 18 Class B W/M Group 1 W/M Sperater Supervisor Supervisor Bunn Enlarprisas inc £ OR SUBCONTRACTOR [7] WITHOLDING WITHOLDING EXEMPTIONS 8 0 O c Ø Delbert G. Newlon 32.50 State 25. NAME, ADDRESS, AND SCOIAL SECURITY NUMBER OF EMPLOYEE Marietta, 64 45758 18592 Southporte Strongsville, CH 44136 NAME OF CONTRACTOR Benjamin W Putmen 52527 Rice Run Road Coolville, OH 45723 lΞ 23380 Dixon Road Coolville, OH 45723 860 Lang Farm Road Mariella, OH 45750 2844 Doming Road Vincent, OH 45784 Warlette, Oh 45750 Guldo J Bevilacqua William R Callaham W Trayls Robinson 28 Vickers Road PO Box 1173 Inez, KY 41224 Kermit W Bunn Kevin W Bunn L) PAYROLL NO. Brian K Lantz

The Copaland Act (40 U.S.C. 3145) requires contractors and autocontractors performing work on Federally Insured or assisted contractor contracts to "tirritish weekiy a statement with respect to the wings prid and autocontractors performing work on Federally Insurance on the second performent of Labor (DOL) Regulation as 29 CFR Perf 6.6(a)(8)(I) require contractors to submit weakly a copy of all payrolls to the Federal agoincy contracting the construction project, accompanied by 1 Signed "Siglettient of Compliance" Indicating that the payrels are correct and complete and that each taborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with litese recukements is mandatory. DOL and federal contracting aganctes receiving this information review the information to determine that employees have received tegally requised wages and fringe beneaties

We ostimate that if will take an average of \$8 minutes to complete this collection of information, including time for reviewing instructions, including instructions, including ord maintening the content of information, including suggestions for reducing this burden, sand them to the Attin Hour Division, ESA, U. S. Dapartment of Labor, Room 83502, 200 Constitution Avenue, N. W., Washington, D. G. 20210.

ALL-STATE LEGAL

-
•
:
-
90
۰
7
•
4
c
-
Đ,
2
٠

06/22/2009

### EXHIBIT O

L.S. Wage and Henr Dividen

PAYROLL

Employment Standards Administration

Wage and Hour Division

S. Department of Labor

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Parsons are not required to respond to the collection of information unless it displays a currently valid OMB control number,

TOTAL DEDUCTIONS \$638,39 \$761.20 \$183.98 \$649.28 PROJECT OR CONTRACT NO. 270.51 \$48.32 OTHER \$8.19 \$88.35 \$73.50 ODOT 070003 (8) DEDUCTIONS Ę STATE \$91.12 \$124.90 \$27.26 \$103.20 \$1.50 \$68.34 \$99.00 WITH. FOLDING TAX \$341,00 \$495.00 \$364.00 \$390.00 \$0.00 \$89.00 \$342,00 \$165.18 \$16.48 \$205.67 \$179.65 \$135.54 \$134.78 \$67.72 O. 13589 State Route 550 \$2,159,14 \$2,688.56 \$215,44 \$2,348.45 Flaming, OH 45729 \$885.15 GROSS AMOUNT EARNED Ê \$215.44 \$633.04 \$633.04 \$663.92 \$386.00 \$659.80 \$498.22 PROJECT AND LOCATION IR 90. Lake County \$46.32 \$46.32 \$46.32 RATE OF PAY \$40.40 \$40.40 \$46.32 **©** \$26.93 \$30.88 \$30.88 \$30.88 \$30,88 526,93 \$26.93 ADDRESS TOTAL HOURS 8 16.00 17.00 20.00 14.00 3.00 3.00 8.00 3.00 6 3.00 3.00 3.00 87/11 Ø 01/12 60/10 (4) DAY AND DATE 80/40 ≯ 20/20 <u>[-</u>-6.00 6.00 3.08 10.00 8 Σ 20/10 10.00 30.00 8, 10.60 10.00 35 3.00 3,06 10.89 3.00 8.0 8 3.00 20/02 **C**O T2 80 .TO o O o 0 o 0 67) ٥ FOR WEEK ENDING Operator Class B See(c) Exception See(c) Exception Operator Class B Local 860 Group 1 W/M Local 18 Class B W/M Local 18 Class B W/M Laborer Local 639 Class B W/M WORK CLASSIFICATION Class B W/M Supervisor Laborer Local 860 Operator Bunn Enterprises Inc 9 OR SUBCONTRACTOR 7 NO. OF 4 0 0 0 0 NAME AND INDIVIDUAL IDENTIFYING NUMBER (9.8., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER NAME OF CONTRACTOR Ξ Robert P Willoughby Guido J Bevilacqua 5811 Willam D Robinson W Travis Robinson 3796 Steven M Whitlock 2014 Delbert G Newfor Michael Agresta Kermit W Bunn 9633 PAYROLL NO. 7859 7842

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information contained in 29 C.F.R. § 3.3. 6.6(a), The Copeland Act (40 U.S.C. § 3145) scortractors and subcontractors performing work on Federally financed construction confracts to "furnish weekly a statement with respect to the weekly a copy of all payvolls to the Federal agency contracting the contractors project, accompanied by a signed "Statement or Compliance" inclinating that the paycolls are specified and leave the proper Davis-Bacon prevailing wage rate for the work performed. DOL and leaves receiving this information to determine that employees have received

\$1,761.80

# Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for raviawing instructions, searching existing data sources, gethering and maintaining the data needed, and completing and reviewing the collection may commente regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send then to the Administrator, Wage and Hour Division, E.S., Department of Labor, Room S3502, 200 Const

ALL-STATE LEGAL<sup>®</sup>

Date 07/20/2009	:		
Dlane Lee-Trotter	Office Manager	(D) WHERE FRINGE BENEFITS ARE PAID IN CASH	N CASH
(Name of Signatory Party)	(EthT)	Each laborer or mechanic II	Each laborer or mechanic listed in the above referenced payroll has been paid,
do hereby state;		as introduction the payrol, basic hourly wage rete plus in the contract except as	as increased on the payrol, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract execut in cotal in contract.
(1) That I pay or supervise the payment of the persons employed by Rings Enterprises the	employed by	(c) EXCEPTIONS	otad ii sectioii 4(c) below.
(Contractor) (Contractor of Subcontractor) IR 90 Lake County ODOT 070003	actor)  - that clining the naviral pariod commandia on the	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work) 5 day of 7 2009, and ending the	he 11 day of 7 2009	Delbert G Newlon	Non-Union employee Benefits paid in check
yed on said project have ade either directly or indirec	full weekly wages earned, that no rebates have raif of said	Willam D Robinson	Non-Union employee Benefits paid in check
Bunn Enterprises Inc (Contractor or Subconfractor)	con from the full		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part	ins have been made either directly or indirectly ssible deductions as defined in Regulations. Part		
3 (29 C.F.R. Subitite A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:	nder the Copeland Act, as amended (48 Stat. 948, and described below:		
		REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each taborer or mechanic conform with the work he performed.	quired to be submitted for the above period are echanics contained therein are not less than the ation incorporated into the contract; that the conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	period are duly registered in a bone fide toestip agency recognized by the Bureau of abor, or if no such recognized agency exists in a Training. United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FU	PPROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE
[V] — In addition to the basic hourly wage a	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in	Office Manager	
the above referenced payroil, payme have been or will be made to at employees, except as noted in section	the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriete programs for the benefit of such employees, except as noted in section 4(c) below.	THE WILLFUL FALBIFICATION OF ANY OF THE ABOY SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.  31 OF THE UNITED STATES CODE.	THE WILLFUL FALBIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUSJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 138 of 226

Employment Standards Administration U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347Instr.htm) PAYROLL

U.S. Wage and Hour Division

Rev. Dec. 2008 Persons are not required to respond to the collection of Information uniess if displays a currently valid OMB control number, OR SUBCONTRACTOR [7] NAME OF CONTRACTOR

	1					30 000	DEC SINON BIRIO DOCO	_					Z ayC	1348.01
PAYECI I NO		Bunn Enterprises Inc				Fleming, (	Fleming, OH 45729				•		Explres:	Expires: 12/31/201
<u>+</u>		FOR WEEK ENDING	07/11/2009		PROJECT, OSU Air	PROJECT AND LOCATION OSU Airport Rehab (	PROJECT AND LOCATION OSU Airport Rehab S Runway Ramp	Ramp			PROJECT OR C	PROJECT OR CONTRACT NO.	, ON L	
€	<u>(3</u>	(2)	(4) DAY AND DATE	4TE	(2)	(a)	(5)							8
NAME AND INDIVIDUAL IDENTIFYING ABOVED	DLDING		S M T W I	T F S						DED	(8) DEDUCTIONS			Ē
(e.g., LAST FOUR DIGITS OF WORKER NUMBER) OF WORKER	NO. OF WITHE	WORK CLASSIFICATION	OTATS OTAN OTANS HOURS WORKED	D709 0719 0711	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	AOR	WITH- HOLDING TAX	STATE	C1TY	1 2	тотя	WAGES PAID
Kermit W Bunn 9633		Operator	00'8 00'1	8.00	12.00	T	\$1,233.60					1	DEDOCTIONS	FOR WEEK
A A A A A A A A A A A A A A A A A A A	0	Class B W/M	10.00 10.00	4.00	24.00	\$29,37	\$2,159,14	\$165.18	\$341.00	\$91.12		\$48.32	\$643.62	\$1,513,52
Guldo J Bevllacqua 5811	c	Supervisor	O											
, company of the control of the cont	>		10		-									
Delbert G Newlon 3755		See(c) Exception	00'1 00'1	ē	4,00	\$44.06	\$881.12							
	<b>&gt;</b>	Class B W/M	4.00 10.00 10.00	96	24.00	\$29.37	\$2 688 \$6	\$205.67	\$495.00	\$124.90			\$825.57	\$1,862.99
W Travis Robinson 3796		Operator	00'8 00'1 00'1	12.00	17.00	\$44.06	\$1,424.53							
	<b>5</b>	Class B W/M	3.00 10.00	8	23.00	\$29.37	\$2,348.45	CO.K/ 74	\$390.00	\$103.20		\$88.35	\$761.20	\$1,587,25
Steven M Whitlock 2014	C	Laborer Lost 839	90'E 90'E	12,00	16.00	\$37.91	\$1,111.96			1	C			
The second secon		Group 1 W/M	9 10.00 16.00	8	20.00	525.27	\$1,771.76	\$135.54	\$364.00	\$68.34		\$70.51	\$638.39	\$1,133.37
Robert P Willoughby 7842		Laborer Fores 630	1,00 3,00	12.00	16.00	\$37.91	\$1,263.58	0 1 1	00	0				
	-	Class B W/M	6.00 10,00 10.00	00	26.00	\$25.27	\$1,761.80	4134.70	3344,00	944.00		\$/3.50	2649.28	\$1,112.52
			0											
A PARTICIPATION AND THE PARTICIPATION AND TH			Eŋ						-		- Pu		• radi	
			0.											
		-	E)				\				***		- <b>i</b> –	·-

While compision of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at the U.S. 5345) contractors and subcontractors performing work on Federal against construction contracts to financing the construction project, accompanied by a signed "Statement of Compisions to submit weekly a copy of all payrolis to the Federal against contracting for or financing the construction project, accompanied by a signed "Statement of Compisions" indepartment of compisions and finite and that each submit weekly a copy of all payrolis to the work performed. DOL and federal against contracting agencies receiving this information to determine that employees have received legally required wages and finite beneating to mechanic has been paid not less than the proper Davia-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and finite and reduced the contractions.

We estimate that is will take an average of 65 minutes to complete this collection, including time for reviewing this burden, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room \$3502, 200 Caratturion Avenue, N.W. Weshington, D.C. 20210

Date 07/20/2009			
Diane Lee-Trotter Office Manager	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH ————————————————————————————————————	AID IN CASH	-
(Name of Signatory Party) do hereby state:	Sach laborer or mechar as Indicated on the pay	as Indicated on the payrolf, an amount not less than the sum of the applicable of basic hourly wage rate plus the amount of the required fringe benefits as listed to	oll has been paid, of the applicable benefits as listed
(1) That I pay or supervise the payment of the persons employed by Bunn Enterprises Inc	in the contract, except a (c) EXCEPTIONS	as noted in section 4(c) below.	
OSU Alroort Rehab S Runway Ramp that during the payroll period commencing on the	EXCEPTION (CRAFT)	EXPLANATION	\_M-
endîn	Delbert G Newlon	Non-Union employee Benefits paid in check	PK
촳	-		Doc
Bunn Enterprises Inc			
(Contractor or Subcontractor)	-		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 2 (20 C E B Subtilie A) lessed by the Separation of labor under the Constant As a property of the labor.			
Start, 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:			led:
			30/1
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	REMARKS: See attached sheet for fringe benefits		ge: 139 of
(3) That any apprentices employed in the above period are duly registered in a bone fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency axists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		7	·226 P#
E FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUND:	NAME AND TITLE Diane Lee-Trotter Office Manage	SIGNATURE	
in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OF SUBJECTION 1001 OF TITLE 19 AND SECTION 231 OF TITLE 19 AND	ABOVE STATEMENTS MAY SUBJECT TI	E CONTRACTOR OF TIT

#### EXHIBIT P

# Certified Payroll Report

Contr	Contractor BUNN ENTERPRISES, INC. 13689 STATE ROUTE 650 FLEMING, OH 45729	550 550						Project	IR 76 Me	IR 76 Medina County		Project/Contract # Payroll Number For Week Ending	1 35-	101017 17 5/7/2011			·	
									>									
-	Work		Sun Ma	Hours -	তু	by Day Thi	ā	Sat   Times house	7	č	1	ŀ	· ;	:				
16	Classification	Type		9				Hours	Hours		Gross Pav (	Gross Pav	Security	Social Medi- Federal	leral State	ţ	Total	9
Bunn, Kevin vv. Supevisor	9456 Hr Rate Sch 1 Officer   W/M	F.		8.00	8.00	8.00	8.00	32.00	32,00		t t	1			İ		Caudot	iver Fay
Cozzens, Glenn R	7430 Hr Rate OH	RT			00.8	00 8	8.00	24 00	00 70	-								1
	W/M OT Rate OH	TO			8.09		6.00	17.00										
Gregory, Steven A	6984 Hr Rate Sch 2 OH	F	***************************************		8.00	8.00	8,00	24.00	24.00	26.25	630.00	945.04	39.89.1	13.70 9	AC AC OD 80	A0.00	20 800	740 00
무	OT Rate Sch 2 OH	<u></u>			4.50	2.50	1.00	8.00	8,00	39,38	315.04		2 2 3 4		4.54			, to . 5
Hammond, Rudolph H		꿆				Ť	10.00	10,00	10,00	26,25	262,50	1,103,34	46.34 16.00		120,00 57.96	6 47.35	287.85	815 69
Laborer Local 1085 Group 1W/M OT Rate Sch 2 OH		5					1.50	1.50	1,50	39,38	59 07							
	Hr Rate Sch 2 OH	F.		7.00	10,00	10,00	8.00	35,00	35,00	26,25	918.76	1,358,05	57.03	19.70 25	255.00 48.38	8 68.25	448 36	909 89
39 Group 1	_	ō			4,00	2:00	4.00	10,00	10.00	39,38	393.80							9
	Hr Rate Sch 1 OH	'n					8.00	8.00	8.00	31.38	251.04	1,714,91	72.02 2	24,86 346	346.00 65.44	4 64.63	572.95 1	1 141 96
Operator Local 18, Class B	OT Rate Sch 1 OH	5					3.00	3.00	3.00	47.07	141.21	i						
	Hr Rate Sch 2 OH	본			8.00	8.00	8.00	24.00	24.00	6.25	630.00	964,73	40,52 1	13.99 12	121.00 29.70	0 104.77	309.98	654 75
935 Group 1		5					1.00	8.50	8,50	39.38	334,73							
	Hr Rate Sch 2 OH	 ₩		7.00	•	00'0	9.00	35.00	35.00	6,25	918.75	1,371.62	57,80 1	19.89 12	124,00 48.75	5 71.16	319,40 1,052,22	052,22
sag Group 1	OT Rate Sch 2 OH	5			4.00	L	4.00	11,50	11,50 39,38	9,38	452.87							
1	Hr Kate Sch 1 OH	노 -			8.00	8.00	9.00	24.00		11,38	753,12	1,395,03	58,59 2	20,22 148	149,00 48,92	2 35.24	311.97 1.	1.083.06
Operator Local 18, Class B	_	Ь			6.00	- 1	3.00	13.00	13.00	47.07	611.91							
;	Hr Rate Sch 1 OH	님			8.00	8.00	8.00	24.00	24,00	31,38	753.12	1,129.68	47,45 18,38	1	162,00 38,18	28,20	293.21	836.47
Operator Local 18, Class B		5			4.00	2.00	2:00	8.00	8.00, 47.07	7.07	376.58							
	Hr Kata son 1 CH	÷			8,00			8.00		11.38	251.04	900.53	37.82 13.08	1	151.00 27.95	5 0.00	229.83	670.70
Non Union Employee	-10H	ь 6	`		7.00			2.00	7.00	70'21	329.49							
Robinson M Travis	STOP IT DOTS OF A COL	בן נוצ			8	- [		15.00	15.00	12,80	192.00							
i	AT MAIG SON 1 OF	Ž.		2.00	10.00	10.00	8.00	33,00	33,00	31,38	1,035.54	1,744,95	73.29 25.30		249.00 86.98 344.60	8 344.60	759.17	985.78
Operator Local 181 Class B	_	ō		1	4,00	- 1	8,00	13,00	13.00	47.07	611,91	٠.	-					
	Hr Rate Sch 2 OH	inc			8,00	8.00	8,00	24.00	24.00	26.25	630.00	1,023.80	43.00 1	14.84 134	134,00 33,45	5 42.61	267.90	755.90
9 Group 1		10			5.00	2.00	3.00	10.00	10,00	39,38	393,80							
	TI Kata Sch 1 OH	F.					8.00	24,00	24.00	31.38	753.12	1,670,31	70.15 2	24.21 31	315,00 63,17	7 40.06	512,59 1,157,72	157.72
Wolar Coald R1 Class B W/M	OT Rate Sch 1 OH	o o			8	- 1	5.00	17.00	17.00 47.07	7.07	800.19							
	TI Tate vol 1 CH	<u> </u>		2,00		10.00	8.00	33,00		11,38	1,035,54	1,687,45	70.88 24.47	ł	358.00 74.04	42.57	569,96 1,117,49	117.49
Operator Local 18, Class B	W/M OT Rate Sch 1 OH	5			5.00	4,00 4	4.00	13.00	13.00 47.07	7.07	611.91						•	
				,											-	-		



i, Diane Lee-Trotter, Office Manager, do hereby state: Date: May-23, 2011

(1) That i pay or supervise the payment of the persons employed by BLXN ENTERPRISES, INC, on the project IR 76 Medina County, ODOT 101017; that during the payrolt period commending on May-07, 2011 all persons employed on the said persons employed on the said persons employed on the said secretary wages camed by any person, other than permissible doductions as defined in Regulations, Part 3 (29 CFR Subility A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 73 Stat. 957, 76 Stat. 957, 40 U.S.C. 2760), and described below:

(2) The any payols otherwise under this contract required to the above period are correct and complete, that the wege rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship and Training, United States Department of Labor, of if no such recognized by the Bureau of Apprenticeship and Training, United States Department of Labor.

(s) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

My addition to the basic hourly wage rates paid to each laborar or mechanic listed in the above referenced payroll, payments of finge benefits as listed in the contract have basic hourly wage rates paid to each laborar or mechanic listed in the above referenced payroll, payments of finge benefits as listed in the contract have basic or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

RE Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an emount not less than the sum of the applicable basic hourly wage rate plus the above referenced payroll has been paid, as indicated on the payroll, an emount not less than the spain of the applicable basic hourly wage rate above referenced payroll has been paid, as indicated on the payroll, an emount of the required fringe banefits as listed in the confract, and except as noted in Section 4(c) below.

Non Union Employee, benefits paid in check Explanation Newlon, Delbert G. Exception (Craft) (c) EXCEPTIONS

Signatura Name and Title Diane Lee-Trotter, Office Manager

Remarks: See altached sheet for filinge benefit breakdown.

THE WILL FUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIMIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

### EXHIBIT Q



#### Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009

Area 614 488-0708

Raymond Orrand Administrator **\*** 

April 20, 2012

DELBERT G NEWLON 10775 STATE ROUTE 550 VINCENT OH 45784-5033

Dear Mr. Newlon,

Enclosed please find check number 20647 for \$5617.50 for your monthly premium from October 2008 through July 2009.

We have received hours from Bunn Construction for January 2008 for an audit that was conducted that gave you annual eligibility through July 31, 2009.

If you have any questions please contact me at the number above.

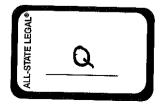
Sincerely,

Kim Pullins

Contributions Dept.

Lin Rulling

Ext 141





#### OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS ADMINISTRATIVE EXPENSE CHECK

POBOX 12009 - 1180 DUBLIN POAD - COLUMBUS OH 43212 0000

BANK QUE OF COLUMBUS, N.A. COLUMBUS OH 43271 25-3/440

DATE

AWOUNT.

4/18/2012

\$5.617.50

Five Thousand Six Hundred Seventeen Dollars And 50 Cents

TO THE ORDER

DELBERT G NEWLON 10775 STATE ROUTE 550

VINCENT OH 45784-5033

ÖBIÖ OPERĀTING ENGINEERS FRINGERENEETI PROGRAMS ADMINISTRATIVE EXPENSE CHECK

ADMINISTRATOR

)HIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS ADMINISTRATIVE EXPENSE CHECK

DETACH THIS STATEMENT BEFORE DEPOSITING CHECK THE ATTACHED CHECK IS FOR PAYMENT OF ITEMS LISTED IF NOT CORRECT PLEASE RETURN THIS CHECK AND STATEMENT. NO RECEIPT REQUIRE

O BOX 12009 · 1180 DUBLIN ROAD · COLUMBUS OH 43212-0009

Date

Invoice Number Invoice Date

Description

Check Number

Account Number

Account Amount

TEMP00000016084

4/10/12

Vendor ID

DELBERT G NEWLON

Vendor Name

4/10/2012

DIRECT PAY REPUND

4/18/2012

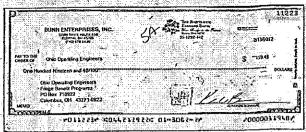
₹ 20647

W-0476-0

\$5,617.50

## EXHIBIT R

	ERATING ENGINEERS 357-ALM-TPK DOC#: 18-1 File BENEFIT PROGRAMS TION REPORTING FORM	d: 05/30	0/13	Page	e: 147 of	SEE B 226 GEN	ACK OF THIS FORM PAGEID # 6 IERAL INSTRUCTION	50R 150R
WPAE-PA2-OCA-O	CTA TIO I		CE	RTIF	ICATION	OF	AUTHORIZED	PERSON
<del></del>	r   MONTH REPORTED   YEAR	Sig	Inature	. O	come !	ΥN	Le- Vul	tu_
000849400	JANUARY 12	Tit	e id	nur	ustrati	نس	Date 2/13	3/12
IMPORTANT	COUNTY IN WHICH WORK PERFORMED		****	a	suela	k.	ICE***********	*****
LIST COUNTY	Washington		PĹE	ASE I	MAKE A C	OPY	FOR YOUR REC	CORDS
BUNN ENT	U ERPRISES INC			. 0	O GREE	V BY	L WITH PAYMEN USING EREMIT FUND OFFICE A	AT .
13589 STA	ATE ROUTE 550 OH 45729					,	OR INFORMATI	·
SOCIAL SECURITY NO.	LAST NAME OF ENGINEER	HO  1/7	URS F	OR W L タ	「パルター~ EEK ENDIN	NG P	TOTAL HOURS   AID FOR MONTH	UNION DUES
	BUNN	40	40	40	40	· ]	160	119-48
·	KARCHER	1					Ø.	Ø
	LANTZ						Ø	Ø
	MORGAN	1		İ		l	Ø	Ø
	I SCHAU		] <del>.</del>	 			Ø	Ø
	SEALEY			] }·		1	ø	Ø
	WELCH						Ø	Ø
			-				•	<u> </u>
	_				]   ' 			
		,						
	The state of the s					ł		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			1		AL HOURS L PAGES		. [	
, w <u>, , , , , , , , , , , , , , , , , , </u>	OHIO OPERATING ENGINEERS PENSION FUND TOTAL 160 x 5.5000		ICESHIF	ENGIN	EERS	ED TO HR	IO OPERATING ENGIN UCATION AND SAFET TAL 160X	
1065.60	* 880'92	\$96,00					6.40	
CAPAC OTAL HRSX	oca contractor dues total hrs 160 x 0.1400 \$ 22.40	LOCAL 1			ive dues 1.20		CA ADMINISTRATIVE F OTAL HRSX	0.0800
GC/PAC OTAL HRSX		TIMES \$_//9	2.5 .48	O PE	ERCENT IS		GC ADMINISTRATIVE F	0.1000
CIAHOURS  OTAL  RS 160 X 0.	IAP/AGC TOTAL 0500 HRS	CISP/CE TOTAL HRS		x		. 14	EA/DMB/SF/L18/PAC OTAL IRS X	0.0500
TAKE ONE CHECK FOR TO	FAL CONTRIBUTIONS PAYABLE TO: EERS FRINGE BENEFIT PROGRAMS	TATE LEGAL®	R	<del>_</del>			OTAL CONTRIBU 2197.88	TIONS



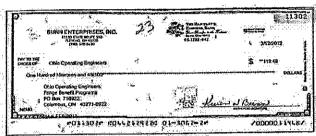
Check 11223 Amount \$119.48 Date 2/15/2012



Check 11225 Amount \$2,078.40 Date 2/15/2012

# EXHIBIT S

#### OHIO OPERATING ENGINEERS 105/30/13 Page: 150 of 226 BACK OF THIS FORM FOR GENERAL INSTRUCTIONS FRINGE BENEFIT PROGRAMS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON VPAE-PA2-OCA-OCIÀ-L18 MONTH REPORTED YEAR Contractor's Code Number I 12 FEBRUARY 000849400 COUNTY IN WHICH WORK PERFORMED IMPORTANT PLEASE MAKE A COPY FOR YOUR RECORDS LIST COUNTY SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EREMIT BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 45729-5235 FLEMING, OH WEEK ENDING | TOTAL HOURS UNION PAID FOR MONTH DUES LAST NAME OF ENGINEER SOCIAL SECURITY NO. BUNN (OO) 40 40 pworkingin KARCHER 19 Local Ry MORGAN Out-of-state hours = 19 J TOTAL HOURS ALL PAGES OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS APPRENTICESHIP AND TRAINING **EDUCATION AND SAFETY** PENSION FUND HEALTH AND WELFARE PLAN TOTAL /60 TOTAL 160 TOTAL 179 $\times$ 0.0400 x 0.6000 x 5.5000 6.6600 HRS HRS 96.00 \$ 6.40 LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE OCA CONTRACTOR PLIES OCA/PAC \_\_x 0.0800 TOTAL HRS\_ TOTAL HRS 16 \$ x 0.1400 TOTAL HRS TOTAL WAGES 4779. 20 s 22:40 2.50 **PERCENT IS** AGC ADMINISTRATIVE FEE TIMES AGC/PAC x 0.1000 TOTAL HRS \$ 1/9-48 CEA/DMB/SF/L18/PAC OCIA HOURS IAP/AGC CISP/CEA TOTAL 160 TOTAL TOTAL TOTAL. \_x0.0500 x 0.2000 HRS\_ 0.0500 HRS 8.00 TOTAL CONTRIBUTIONS MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: sc2428.92 OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS



Check 11302 Amount \$119.48 Date 3/16/2012

No. 70 Tries Online Of Ohio Operating Engineers.  Too Riccased Dayes Fronted New and 44180*  Dob Operating Engineers force Control Office Operating Engineers Engineer	BUNN ENTERPRISES, INC.	JOC Statement Base	1.1.31 
Olic Operating Engineerik Riving Bonefil Programs 80 Der 170822 Columbus, Oct 43271-0922	ompen or Chic Operating Engineers		Ć\$ ÷2301.40
60 Box 710022 Columbus, OH 42271-0322 & Face & Received & Brem	Obje Operating Engineerik	44:00	DOLAN
The case of Case	× 20 Sex 710022	<b>建</b> 丛	us de Bund

Check 11304 Amount \$2,309.44 Date 3/15/2012

# EXHIBIT T





#### Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator

April 6, 2012

BUNN ENTERPRISES INC 13589 STATE ROUTE 550 FLEMING OH 45729-5235

#000849400-6

To Whom It May Concern:

This letter will acknowledge the receipt of your checks #11302 in the amount of \$119.48 and #11304 in the amount of \$2,309.44, along with your February 2012 report. In accordance with our policy, these checks have been applied against the oldest amounts outstanding on your account as follows:

Against Audit Finding	\$2,279.04
2/12 OCA Dues	22.40
2/12 OCIA Dues	8.00
2/12 Local 18 Dues	119.48
	\$2,428.92

After the application of the above checks, a balance of \$51,828.89 now remains due on your account to complete payment of the following:

Balance of Audit Finding	\$35,423.91
Local 18 Dues	1,410.95
Total Late Charges if Audit is	
Paid by April 15, 2012	12,714.99
2/12 Contributions	2,279.04
	\$51.828.89

Please submit your check in payment of this outstanding balance. If you have any questions concerning your account, please contact our office.

Sincerely,

Carol A. Wilson

Assistant Administrator

CAW/sm

ce: District #6
Patrick L. Sink
Steve Ranft

Bryan C. Barch, Esq.



### EXHIBIT U



Phone (740) 678-8430

Fax (740) 678-2787

April 12, 2012

Ms. Carol A. Wilson Assistant Administrators Ohio Operating Engineers Fringe Benefit Programs 1180 Dublin Road P.O. Box 12009 Columbus, OH 43212-0009

RE: Bunn Enterprises, Inc.

Dear Ms. Wilson:

This correspondence is in reference to your letter dated April 6, 2012. We believe there has been a mistake in your application of Bunn Enterprises' contribution to the benefit fund for February 2012. In your letter, you mention that you applied the funds from check #11302 (in the amount of \$119.48) and check #11304 (in the amount of \$2,309.44) to the disputed payments for an audit finding regarding Delbert Newlon. Because the audit finding is in dispute, any application of payments by Bunn Enterprises toward the disputed findings is improper. As a consequence, please be advised that Bunn Enterprises does not wish to have any of its future contribution payments to the benefit fund applied to the disputed audit finding, unless specifically requested in writing.

With regard to checks #11302 and #11304, they are not intended to be applied toward the disputed audit finding. Please make sure to apply the payments to the benefit fund for February 2012 for Kevin Bunn and Chad Karcher.

It is also our understanding that as a result of this error Mr. Bunn and Mr. Karcher did not receive appropriate credit for hours worked under their Health and Welfare Pension for February 2012. Please make sure to remedy that error as well.

By April 25, 2012, please send us written confirmation that the payments from checks #11302 and #11304 have been applied to Bunn Enterprises' contribution to the benefit fund for February 2012 and Mr. Bunn and Mr. Karcher have been credited for all hours worked in February. Please contact me if you have any questions.

Sincerely,

Kevin W. Bunn

K.W.B.

LL-STATE LEGA

### EXHIBIT V

<b>//</b> FRING	PERATING E BENEFIT PROUTION REPORT		<b>ed</b> : 05/	/30/:	13 Pa	age: í	<b>L57</b> o		5 PAGEID #: 64 EE BACK OF THIS FORM GENERAL INSTRUCTION	
WPAE-PA2-OCA-C		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	<del></del>		CE	RTIF	ICAT	ION (	OF AUTHORIZET	PERSON
Contractor's Code Num	ber MONTH REF	PORTED   YEA	R	Sig	gnature	N	lia	ne ()	Lee- Jrotte	
000849400	Mar	110		Tit	20	11,	:. M	1	Date 4.1	3-12-
IMPORTANT LIST COUNTY	1 COUNTY INW Washin	HICH WORK PERFORM	MED		******		VIAKE	A CO	OTICE************************************	**************************************
BUNN ENT	erprises in					G	O GR	EEN I	NAL WITH PAYME BY USING EREMIT	
13589 ST. FLEMING,	ATE ROUTE 5: OH		9-523	5					HE FUND OFFICE A 7 FOR INFORMATI	
SOCIAL SECURITY NO	D. LASTNAMEO	F ENGINEER		. 140 3/3	urs f 3/10	OF/WI 3/17	ΞБК EN 3/2 <sub>у</sub>	DING	_ TOTAL HOURS  PAID FOR MONTH	UNION
	BUNN	. •	· [	40	ОЧ 1	40	40	40	500	149.35
	KARCHER		i i	_	30-	l		   	43	
	MORGAN					-	;	<u> </u>	_	
	Welch		<u> </u>		27				27	
								<u> </u>		
	Out-ob-	State Rours: state Rours en & Iraine	- 70					<u> </u>		<u> </u>
	Oout-a-	state hours	ref	w	ted		<u> </u> 	' 		1
	to appro	en & Traine	'S'							1
	- Educa	ation's Dofi	ty !	1						   
	OCA		İ						<u> </u>	ļ
							, ·		<u>                                     </u>	
		-	;			!				
	<u> </u>		L		!		VL HOL		270	149.33
OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN	PENSION F		APP	RENT	CESHIP	ENGINE AND TR	AINING		OHIO OPERATING ENGINE EDUCATION AND SAFET	VEERS Y
TOTAL 270 X 6. \$ 1798.20	6600 total <u>2</u> \$ J485			30.		_x 0	.600	0	TOTAL OO X 0	.0400
OCA/PAC TOTAL HRSX	TOTAL HR	RACTION DUES 3 200 _x 0.1400		LOCAL 18 ADMINISTRATIVE DUES TOTAL WAGES 5974 00			s .	OCA ADMINISTRATIVE FEE TOTAL HRSX 0.0800		
\$AGČ/PAC TOTAL HRSX	\$ 28.00			ES	2.50	) PE	RCENT I	S	AGC ADMINISTRATIVE ( TOTAL HRS	FEE ( 0.1000
S	7 1 7 1 1 m m de	-			). 3 <u>5</u>				\$ CEADANTICES 40754C	
ocia hours total hrs: 200 x 0.(	IAP/AGC TOTAL.	6 0000	TO	SP/CE YTAL	A	3.5	-		CEA/DMB/SF/L18/PAC TOTAL	. 0500
hrs <u> </u>	0500 HRS	<u>D</u> x 0.2000	Hi s	₹\$_ 	) <del> </del>			7	\$	.0500
MAKE ONE CHECK FOR TO OHIO OPERATING ENGIN					אוע רבה	Υ			TOTAL CONTRIBU	TTIONS

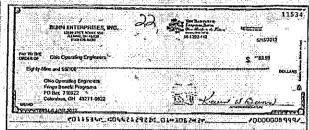
BUNN ENTERPRISES, INC. History Port So. (Conjuly God)	15 PERSON	
PAY TO THE Chief Operating Engineers One Hundred Forty tiles and 32 NO.	Na.	\$ "14335 SOLME
Olivi Operating Engineers Estrige Benedit Programs PO Box 718922 Columbus: OH 40271-6922	· 449	and Bund
LOTIFIER SOCIETY LAALEMANN Numbers Mend	.45.515 O.F.=308.5=5×	VOCOOOOV

BUNN ENTERPRISES, INC.  The transport of the control of the contro		40
This issue next, so  Describe to 2	~ //2	10
INSTRUCTION OF THE PROPERTY OF	The same to the sa	
Topic (She Operating Digitaters Const.) And Const. Operating Digitaters Const. Operating Digitaters Const. Operating Digitaters Const. Operating Engineers Const. Operating Engineers Const. Operating Engineers Const. Operating C	HISES, IRCG.	
por YTD Risk One Operating Engineers \$ "0,440,20"   DOGA.  There Thousand Four Invaled Forty-Nine and 20160"   DOGA.  Onlis Operating Engineers   Fings Benefit Programs   PO Box 716922   Columbus, CH 43271-0922	45725 SE1292-642 ACS17812	
Three Discussed Four Frienderd Forty-Nine and 201500**  Onlic Operating Engineers: Fings Benefit Foograpis PO Box 7 (5922) Columbus, CH 43227-0922	Totaline in the case of the Manager Control of the control of the	- 3
Nate Discussed Four Hindred Forty-Nine and 201000**  Onlic Operating Engineers: Frices Benefit Programs PO Box 7 (9922) Columbus, CH 4,3277-49222	Andrew Comment of the	-3
Times Troussad Four Hindred Forty-Nine and 20/100*  Onlic Counting Engineer's Prices Benefit Programs PO Box 7 (3022) Columbus, CH 43277-0922	Englacers 5 "3,449,20"	
Othic Cycurding Engineer's Prings Benthif Programs PO Box 7 (9822 Columbus, CH 43271-4522		127
Friege Bandili Programs PO Box 7 (\$922) Columbus, CH 43277-0522	and Forly-Nine and 20160 DOLA	ч,
Fricos Baneiri Programs PO Box 7 (9922 Columbus, CH 43271-0922		. 4
PO Box 71(9222 Columbus, CH #3271-0522.	ghteory.	ŧ
Columbus, CH 43271-0922	PROBLEM CO. TO A MANUAL TO A CONTROL OF THE CONTROL	
	A STATE OF THE PARTY OF THE PAR	
	ALL PROPERTY OF THE PARTY OF TH	-
March 2012		3
**************************************		

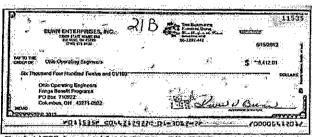
Check 11418 Amount \$3,449.20 Date 4/20/2012

### EXHIBIT W

O-2334 E 1711	UTION REPORTING	FORM					******		
WPD			<del></del>	CE	RTIF	ICATI	ON C	F AUTHORIZED	PERSO
Contractor's Code Num	ber   MONTH REPORTE	ED   YEAR	Sie	qnature	. XV	lone	See-x	nottw	
000849400	APRIL	12		0	// .	Ma		5/10	1,2
	COUNTY IN WHICH V	NORK PERFORMED	'"	ile (	fue	111W	nug	<u> </u>	
IMPORTANT LIST COUNTY	Washing	ths						OTICE************************************	
	ERPRISES INC		<del></del>			BMIT C	RIGII FECT	NAL WITH PAYME IVE MAY 1, 2012 ION RATE IS \$5.75	NT
	ATE ROUTE 550					I I I I I	LIKO	ON NATE 18 \$3.13	,
FLEMING,	ОН	45729-5	<b>2</b> 35	-					•
•					•				
COCIAL OF CUIDITY NO	`					EEK EN			UNION
SOCIAL SECURITY NO	D. LAST NAME OF ENG	SINEER	14/7	14/14	1	19/2-6		JPAID FOR MONTH	
			<u> </u>	0	0	0		0	0.00
	KARCHER		20	<u>SS</u>	61	48		214	55.20
*	LANTZ		13	22	50	25		110	17:18
	WELCH		10	9	0			0	0.00
ž.	lm ,		1.75	i ·	<u> </u>	<del>-</del>			<u> </u>
•	illorgan		<u> 147</u>	56	50	43	·	196	17.55
					<u> </u> 				<u> </u>
	With Alto	Hours = 413	3   .						 
	data	Λ	-						
		ite flours		<u> </u>		<u>_</u>	<del>-</del>	]	
	reporter to	s. Uppenas	Main	ng		<u> </u>			
		Education	2 W	Let	. ر	 			 
·		CA							
	1	OCIA							
<u> </u>		O CILIT	<u>-                                    </u>	]	TOTA	/L HOU	RS	520	00.00
HIO OPERATING ENGINEERS	W OHIO OPERATING	ENGINEERS P	OHIO OPEI	PATING		<u>PAGE</u>		OHIO OPERATING ENGINE	89.90
EALTH AND WELFARE PLAN	PENSION FUND		APPRENT	CESHIP	AND TR	AINING		EDUCATION AND SAFETY	Y
%5 <u>~520</u> x 6. −3463.20	. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_x 5.5000	TOTAL (CHRS		_x . (&	2		TOTAL 107 X.O	, <b>4</b>
	<u> 5 groons</u>		s 64-2					<u>s.</u> 4-28	<del></del>
CAPAC 1 OTAL HRS	OCA CONTRACTO	7 x 0.1400	LOCAL 18		_		D	OCA ADMINISTRATIVE F	
	\$ 14.98		TOTAL W	AGES_	3544	47		\$	. 0.000
C/PAC 4 TAL HRS Ø X			TIMES	2.50	) PE	RCENT IS		AGC ADMINISTRATIVE F	
TALTINGX			\$ 89.9	9				TOTAL HRS (D) X	0.1000
IA HOURS 6	IAP/AGC	· 7	CISP/CE	A	8			CEA/DMB/SF/L18/PAC	-
TAL 107 sx.05	TOTAL HRS D	_x 0.2000	TOTAL HRS	eK	x			TOTAL HRS Ø X	
5-35	\$		s	٧	^				
AKE ONE CHECK FOR TO	OTAL CONTRIBUTIONS INTERS FRINGE BENEFI	PAYABLE TO:		GAL				TOTAL CONTRIBU	TIONS
no of envilled encil	neemo ekunge beneft	I PROGRAIVIS		-STATE LEGAL   	\_1			s_650 <u>9.00</u>	
				1ST	_ <del>_</del>				



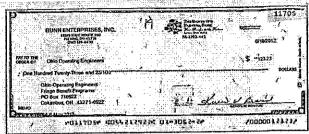
Check 11534 Amount \$89.99 Date 5/21/2012



Check 11535 Amount \$6,412.01 Date 5/21/2012

#### EXHIBIT X

/ FRINGE	ERATING ENC E BENEFIT PROGRAM UTION REPORTING F	VIS .	05/30	/13 F	Page:	<b>163</b> c		6 BRA OFFIDS #ORN GENERAL INSTRUCTIO	
WPAED269			<del>-</del> .	CE	RTÍF	ICATI	ON (	OF AUTHORIZED	PERSON
Contractor's Code Numb	U57 Der MONTH REPORTED		_ Si	gnature	) e	liene	L	e Trotter	
000849400	   MAY	1 12	Ti	- ile ()/-		Marie		, ,	12
IMPORTANT	L COUNTY IN WHICH WO	ORK PERFORMED	Ī. [		<del>                                     </del>		7)	OTICE****	
LIST COUNTY	Washington		<u> </u>		ASE	VIAKE A	CO	PY FOR YOUR REC	CORDS
BUNN ENT	U TERPRISES INC				SU	EFF	ECT	NAL WITH PAYMÉI IVE MAY 1, 2012 ION RATE IS \$5.75	1
13589 ST FLEMING,	CATE ROUTE 550 OH	45729-	5235			•			
OCOM OF CHOME			HO	UBS F	OR W	EK EN	DING		UNION
SOCIAL SECURITY NO.		EER Gut og Statishr	. 1.	!					
	BUNN	130	140	40	40	HO	<del></del>	160	30.50
•	Karchen	172	42	<u>52</u>	63	57		214	31.59
	Lantz	154	0	47	58	149		154	0.00
	Morgan	108	0	45	63	64		172	61.14
	4 .				  - 				
	554= Out 13.5	State hro		ì			• .		
			<u> </u>		 	1. 1.			
		•							
									-
				]					
-			- <b>1-</b>			L HOUF		700	***************************************
OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN FOTAL 700 X 6.	W OHIO OPERATING END PENSION FUND TOTAL 700 HRS 700	х 5.7500 н	HIO OPER PPRENTI OTAL RS/	CESHIP (	ENGINE AND TR _X	ERS AINING 0.60		DHIO OPERATING ENGINE EDUCATION AND SAFETY TOTAL HRS_146X \$ 5-84	
OCA/PAC 1 OTAL HRS X	OCA CONTRACTOR D	UES 2 L	OCAL 18	ADMINI		EDUES	Ď,	OCA ADMINISTRATIVE FE	E 3 0.0800
IGC/PAC 4 OTAL HRS X	s 20.4y	т	TIMES	2.50	) PEI	RCENT IS		S AGC ADMINISTRATIVE FOR TOTAL HRS	
	10174	7	CISP/CE/ TOTAL HRS		8 X			CEA/DMB/SF/L18/PAC TOTAL HRS	0.0500
7-30 MAKE ONE CHECK FOR TOT PHIO OPERATING ENGINE	* TAL CONTRIBUTIONS PATEERS FRINGE BENEFIT F	\$_ YABLE TO: PROGRAMS		אוב רבמאר	X			TOTAL CONTRIBUTES 8931.41	TONS



Check 11705 Amount \$123,23 Date 6/25/2012



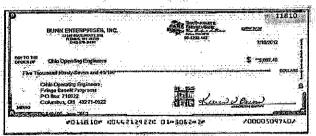
Check 11707 Amount \$8,808,18 Date 6/25/2012

## EXHIBIT Y

# FRING	TOBSTANT IN CORE E BENEFIT PROGE UTION REPORTING	RAMS	<b>l</b> ed: 05/3	80/13	Page	e: 166		EGARAGE EHR FÖR GENERAL INSTRUCTI	
AED269		57551		C	ERTH	ICAI	NOE	OF AUTHORIZE	D PERSON
Zontractor's Code Numl			<u> </u>	ignatur	ė		÷		
000849400	LJUNE	12	·	itle				Date	
IMPORTANT	L COUNTY IN WHICH	WORK PERFORME	<u>D</u> [	*****	( <del>)                                    </del>	******	******N	OTICE*******	*****
	Nashington rerprises inc			PLI	EASE	MAKE BMIT EI	A CO ORIGI	PY FOR YOUR RE NAL WITH PAYME IVE MAY 1, 2012 ION RATE IS \$5.7	CORDS
FLEMING,	PATE ROUTE 550 OH		9-5235		-				
SOCIAL SECURITY NO.	LAST NAME OF EN	GINEER	6HC	DURS F	OR/W	EEN E	NDING オップマ	I TOTAL HOURS	UNION   DUES
	BUNN		1	40	1	140	1	260	1/53.35
	Karcher			 	27	ا ک <u>دا</u>	1	<u>62</u>	50.99
- • ,	Morgan	,	<u> </u> 42	33	\   	 	] ·	95	81.16
	Schau	Local 181	<u> </u>	1	13	]		13	10.02
• • • • • • • • • • • • • • • • • • •	Welch	Local 841			15		ľ	15	12.07
				] 			-`	<u>.</u>	
	·								
•			-	·					
					ļ	[			
				1	-	· .		-	
					1	j			
-						-			
			,			L HOU PAGE		385	307.59
DHIO OPERATING ENGINEERS FEALTH AND WELFARE PLAN OTAL 385 X 6.	w ohio operating pension fund form 385 hrs 2213.75	ENGINEERS P	OHIO OPEI APPRENTI TOTAL 3 HRS_310	CESHIP,	AND TRA	RS UNING 0.60	00 +	HIO OPERATING ENGINE EDUCATION AND SAFETY AN	ERS E 0.0400
OTAL HRS  X	OCA CONTRACTOR TOTAL HRS 38. \$ \$3.90	X DUES 2 5_x 0.1400	LOCAL 18		_	E DUES 13.56		OCA ADMINISTRATIVE FI TOTAL HRSX	E 3 0.0800
GC/PAC 4 OTAL HRS 6 X			TIMES 307.	2.50 59	PER	CENT IS		AGC ADMINISTRATIVE FIFTOTAL HRS X	E 5 0.1000
1000	TOTAL 500 HRS Ø	7 _x 0.2000	CISP/CEA TOTAL HRS	б	8 _X		7	CEA/DMB/SF/L18/PAC FOTAL HRS X	0.0500
19,25 AKE ONE CHECK FOR TOTHE HIO OPERATING ENGINE	\$ AL CONTRIBUTIONS P ERS FRINGE BENEFIT	AYABLE TO: PROGRAMS	4L-STATE LEGAL®	_	Y		\$\$	TOTAL CONTRIBUT	IONS



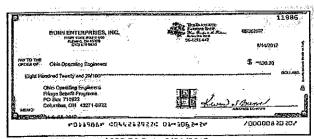
Check 11808 Amount \$307.59 Date 7/19/2012



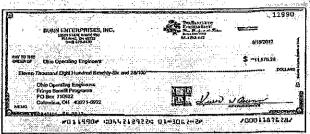
Check 11810 Amount \$5,097.40 Date 7/19/2012

#### EXHIBIT Z

OHIO OF Case: 2:13-RW89	ERATING ENGINEERS  BENEFIT PROGRAMS  TION REPORTING FORM	d: 05/30	/13 P	age:	169 of 2	SEE BACK OF THIS FOR GENERAL INSTRUCTION	MEOR 56 ONS
	ļ .	· ·	CF	RTIF	ICATION	OF AUTHORIZE	D PERSON
WPAED269 Contractor's Code Numb	J57552 er Month Reported   Year	s	ignatur	e	lane o	Loo - Distle	
000849400		T	nd()L	11.	Moma	· /**	15/12
IMPORTANT	COUNTY IN WHICH WORK PERFORMED		*****	******		*NOTICE************************************	
LIST COUNTY	Lake	<del></del>		EASE I	MAKE A C	OPY FOR YOUR RE	CORDS
BUNN ENT	ERPRISES INC	-		G	O GREEN ONTACT	GINAL WITH PAYME BY USING EMPLOY THE FUND OFFICE	ER PORTA
13589 ST FLEMING,	ATE ROUTE 550 OH 45729	-5235			300-282-1	767 FOR INFORMAT	TON
SOCIAL SECURITY NO.	LAST NAME OF ENGINEER	中	URS F	OR WE	EK ENDIN プム&	G   TOTAL HOURS  PAID FOR MONTH	UNION
	BUNN	40	40	140	40	160	1122.68
	Barnes	<u> </u> 	122	122		44	41.03
	Floriancia		142			42	35,40
	Gallion		59	41	29	129	117.86
 	Goins	l	18			8	644
The state of the s	Karcher		80	8		88	86.89
	Lantz		64			64	61.95
	Morgan	40	I	65	53	233	22406
·	Newlon 841		68	/(		79	76.02
	Schau 181	41				4/	40.63
	Stillwell		9	- 1		9	7.24
					L HOURS PAGES	897	820.20
OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN TOTAL 897 X 6. \$ 5974-02	W OHIO OPERATING ENGINEERS P PENSION FUND TOTAL 897 x 5.7500  \$ 5/57.75	OHIO OPEI APPRENTI TOTAL ( HRS_ (	CESHIP	AND TRA	ERS ANNING V	OHIO OPERATING ENGINE EDUCATION AND SAFET TOTAL 897 x	0.0400
OCA/PAC 1 TOTAL HRS  X \$X	OCA CONTRACTOR DUES 2 V TOTAL HRS 897 x 0.1400 \$ /25.58	LOCAL 18	1		EDUES D		EE 3 0.0800
AGC/PAC 4 TOTAL HRS		TIMES \$ 20	2.50 ) <u>, Q (</u>		CENTIS	AGC ADMINISTRATIVE F TOTAL HRS A	EE 5 0.1000
OCIA HOURS 6 TOTAL 97 X 0.0 \$ 44.85	TOTAL 0500 HRS	CISP/CE/ TOTAL HRS_	ø	8 x		CEA/DMB/SF/L18/PAC TOTAL HRS	0.0500
MAKE ONE CHECK FOR TOT	AL CONTRIBUTIONS PAYABLE TO: ERS FRINGE BENEFIT PROGRAMS	STATE LEGAL®	7	7		TOTAL CONTRIBU \$ 126 9648	TIONS



Check 11986 Amount \$820.20 Date 8/21/2012



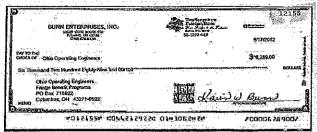
Check 11990 Amount \$11,876,28 Date 8/21/2012

# EXHIBIT AA

	ERATING ENGINE BENEFIT PROGRAMS 1 TION REPORTING FORM		05/30/	/13 P	age:	173 of	SEE 226	BACK OF THIS FORM ENERAS INSTRUCTION	FOR
WPAED269	J57553	-	<del></del>	CE	RTIF	CATIC	)N O	F AUTHORIZED	PERSON
- Contractor's Code Number		YEAR	- _ ⊹Sig	nature	D	are 7	O Le 1	Sutter	
000849400	AUGUST	12	Tit	le O	Li.	Man	a e	Date 9-17	-12.
IMPORTANT	I COUNTY IN WHICH WORK PE	RFORMED	I .		Ų		X	OTICE***********	
LIST COUNTY	Lake		_		ASE N	IAKE A	COF	Y FOR YOUR REC	CORDS
. BUNN ENT	ERPRISES INC				G	O GREE	NB	VAL WITH PAYMEN Y USING EMPLOYI IE FUND OFFICE A	ER PORTAI
13589 ST. FLEMING,	ATE ROUTE 550 OH	45729~5	<b>52</b> 35		8	300-282	1767	FOR INFORMATI	ON
SOCIAL SECURITY NO.	LAST NAME OF ENGINEER		- SHO	URS F	OR WE	EK END	ING	TOTAL HOURS	UNION DUES
·	BUNN		40	90	  40	40		160	122.68
	Ehrhart	-			8	l.		8	6.44
	Gallion	-	·		35	34		69	63.96
	Lantz		1		ST			57	53.50
	Morson		55	21		50		126	//2,50
	Newlon 841	,			35			SS	SI.09
			1						
					,			•	
		· · · · · · · · · · · · · · · · · · ·	<u> </u>						
		-	_ <u> </u>			<u> </u>			
		· -	<u>                                     </u>	· .					
	topones a stationary and the same and the sa		<u> </u>			·			·
			.			·	 	· 	
						L HOUR		475	
OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAND . TOTAL 475 X	W OHIO OPERATING ENGINEE 6600 PENSION FUND TOTAL 475 X	Ī	HIO OPEI PPRENTI OTAL IRS	CESHIP	ENGINE		0 <sup>A</sup> C	OHIO OPERATING ENGINE EDUCATION AND SAFETY TOTAL 175 X	
<u>: 3163.50</u>	<u>\$2731.25</u>	\$ <u>.</u>	285.	00	··· ·· · · · · · · · · · · · · · · · ·		<del></del>	s <u>19.0</u> 0	
OCA/PAC 1 TOTAL HRS  X	oca contractor dues total hrs <u>475</u> x 0. \$ 66.50	1400	LOCAL 18		_		D	OCA ADMINISTRATIVE FI	EE 3 : <b>0</b> .0800
S	344.00		пмes ;ЦО	2.50	) PE	RCENT IS		AGC ADMINISTRATIVE F TOTAL HRS X	EE 5
OCIA HOURS 6 0 . 0 TOTAL HRS 475 X	0500 IAP/AGC TOTAL HRS  x 0.2	7	CISPICE TOTAL HRS		В			DMA/IUOE/SF/PAC TOTAL HRS X	0.05009
	FAL CONTRIBUTIONS PAYABI CERS FRINGE BENEFIT PROC	•	STATE LEGAL®	A	A			total contribus 6699.17	TIONS

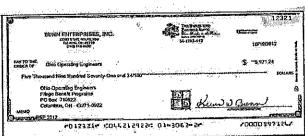
	BUTTON ENTERPHISES, INC. 19849 STATE PORTESSO PLEMED IN 19722 (144) 278-2422	DECONORMAN SAME TO A SECONDARY AMERICAN TOTAL 36-1252-443	9/17/2012
SAY TO THE ONDER OF	Onia Operating Engineers		\$ -410.17
	rided Ten and 17(100)  Diss Operating Engineers Frings Bounest Programs PO Box 710922 Columbus, DN 43271-0922	He Law	School Section 198

Check 12153 Amount \$410.17 Date 9/24/2012



Check 12155 Amount \$6,289.00 Date 9/24/2012

#### EXHIBIT BB



Check 12321 Amount \$5,971.24 Date 10/25/2012

Check 12322 Amount \$370.47 Date 10/25/2012

# EXHIBIT CC

UHIO OPERATING ENGINEERS

OLIVERATING ENGINEERS Case: 2:17RINGEBENET PROGRAMS CONTRIBUTION REPORTING FORM GENERAL INSTRUCTIONS CERTIFICATION OF AUTHORIZED PERSON WPAED269 K02200 Contractor's Code Number | ander Irotte MONTH REPORTED YEAR 000849400 OCTOBER 12
COUNTY IN WHICH WORK PERFORMED Date ///3/12 IMPORTANT NOTICE\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT BUNN ENTERPRISES INC GO GREEN BY USING EMPLOYER PORTAL CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 OR WEEK ENDING | TOTAL HOURS SOCIAL SECURITY NO. LAST NAME OF ENGINEER UNION IPAID FOR MONTH I DUES BUNN 18 40 OF CV 160 22.68 Sarcher 18 50 52 ioa, 86.64 841 8 iS 6.13 8 181 127 35 29.37 **TOTAL HOURS** 305 ALL PAGES IIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS W ALTH AND WELFARE PLANS . 6600 PENSION FUND OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS 5.7500 APPRENTICESHIP AND TRADING 000 EDUCATION AND SAFETY 0.0400 TOTAL 305 TOTAL HRS\_305 TOTAL 395 ৵0*3\*∙3ͽ s\_/753.7S s/83.00 s 12-20 APAC OCA CONTRACTOR DUES 2 TOTAL HRS 305 X 0.1400 LOCAL 18 ADMINISTRATIVE DUES OGA ADMINISTRATIVE FEE TOTAL HRS TOTAL WAGES 4792.95 s 42.70 **JPAC** 2.50 TIMES PERCENT IS AGC ADMINISTRATIVE FEE 'AL HRS TOTAL HRS 💋 \_x 0.1000 324482 A HOURS IAP/AGC 0.0500 TOTAL CISP/CEA DMA/JUOE/SF/PAC 0.0500 TOTAL 305 TOTAL  $\times$  0.2000 HRS 5.25 KE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: O OPERATING ENGENEERS FRINGE BENEFIT PROGRAMS TOTAL CONTRIBUTIONS 4283,02 C C

П	0			2000 M	911 6 34104	**************************************			12449
	3.567	BUNN EK	TERPRISE	S, INC.		一点	Political Property of the Party		
		110	STATE POURS S LANG. OH ASTAM JACO BID-SHOO	<b>~</b>			55 1237-142	475 J. 11	H3/201Z 1
	DAY TO THE CRIDER OF	Ohlo Opera	log Errofnen	ir dan sa medicali di				\$ 7	u,52
		etred Forty Fo	.19- 183	<b>30</b>		e polografie	All Colleges (See		DOLLARS
	77.322 1.	Oldo Operativ Fringe Boresi	Programs				<b>4</b> .1	1-2-10-00-00-00-00-00-00-00-00-00-00-00-00-	8
	and the second	PO Box 7109 Columbus, Oil	72	22		步	Ku	سيالي لما	<u> </u>
1	Develop	д <del>. 000 т.г.</del>	0.2130		33 30 33	C 01=30	range (	ADOT	000577857

Check 12449 Amount \$244,82 Date 11/19/2012



Check 12467 Amount \$4,038.20 Date 11/19/2012

## EXHIBIT DD

OHIO OPERATING ENGINEERS 6-19-00-57-ATM-FOR FORM FOR FRINGE BENEFIT PROGRAMS

FRINGE BENEFIT PROGRAMS

GENERAL INSTRUCTIONS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 K02201 Contractor's Code Number MONTH REPORTED YEAR NOVEMBER 000849400 COUNTY IN WHICH WORK PERFORMED \*NOTICE\*\*\*\*\*\*\*\*\* IMPORTANT PLEASE MAKE A COPY FOR YOUR RECORDS LIST COUNTY SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EMPLOYER PORTAL BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 HOURS FOR WEEK ENDING | TOTAL HOURS UNION IPAID FOR MONTH I LAST NAME OF ENGINEER SOCIAL SECURITY NO. BUNN 22 1264 1 12 34.59 4 TOTAL HOURS 63 ALL PAGES OHIO OPERATING ENGINEERS / P OHIO OPERATING ENGINEERS

PENSION FUND 5.7500 APPRENTICESHIP AND TRANSINGOOD

TOTAL / 5 A OHIO OPERATING ENGINEERS -OHIO OPERATING ENGINEERS W OHIO OPERATIN HEALTH AND WELFARE PLANS . 6600 PENSION FUND EDUCATION AND SAFETY 0.0400 TOTAL 63 TOTAL 63 TOTAL 63 TOTAL 63 HRS .37.80 s 252 419.58 *ટેબ્સે ચે*ડ OCA ADMINISTRATIVE FEE OCA CONTRACTOR DUES LOCAL 18 ADMINISTRATIVE DUES OCA/PAC TOTAL HRS 2 \_\_x 0.0800 TOTAL HRS 63 x 0.1400 TOTAL HRS TOTAL WAGES 2089.16 8.82 AGC ADMINISTRATIVE FEE TIMES 2.50 **PERCENT IS** AGC/PAC 4 TOTAL HRS \_ D \_ x 0.1000 TOTAL HRS s<u>52,23</u> DMA/IUOE/SF/PAC OCIA HOURS IAP/AGC CISP/CEA А 0.0500 0.0500<sub>TOTAL</sub> TOTAL TOTAL TOTAL x 0.2000 HRS HRS 3.15 TOTAL CONTRIBUTIONS MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

Check 12608 Amount \$834.12 Date 12/21/2012



Check 12609 Amount \$52.23 Date 12/21/2012

# EXHIBIT EE

Case: 2/130 VOPERATING ENGINEERS 188 of 226 CPAGE DAI 685 GENERAL INSTRUCTIONS FRINGE RENEFIT PROGRAMS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON K02990 YEAR Signature MONTH REPORTED intractor's Code Number I Date Title 000849400 DECEMBER COUNTY IN WHICH WORK PERFORMED IMPORTANT PLEASE MAKE A COPY FOR YOUR RECORDS LIST COUNTY SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EMPLOYER PORTAL BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 45729-5235 FLEMING, OH HOURS FOR WEEK ENDING | TOTAL HOURS | | ا عالم الحالة | عادياً العالم | PAID FOR MONTH UNION **DUES** LAST NAME OF ENGINEER SOCIAL SECURITY NO. BUNN 6.138 KARCHER LANTZ MORGAN 6.13 ጸ 181 TOTAL HOURS ALL PAGES OHIO OPERATING ENGINEERS 🖊 E OHIO OPERATING ENGINEERS V OHIO OPERATING ENGINEERS V OHIO OPERATING ENGINEERS V 5.7500 APPRENTICESHIP AND TRAINING **EDUCATION AND SAFETY** HEALTH AND WELFARE PLANG . 6600 PENSION FUND PO. TOTAL TOTAL 160 TOTAL TOTAL HRS HRS HRS 92.00 \$ 9.60 s 0.64 \$ 100.56 OCA ADMINISTRATIVE FEE LOCAL 18 ADMINISTRATIVE DUES OCA CONTRACTOR DUES 2 1 OCA/PAC  $\times 0.0800$ TOTAL HRS\_ тотаl нrs ( 👝 х 0.1400 TOTAL WAGES 490,72\_ TOTAL HRS \$<u>2,24</u> AGC ADMINISTRATIVE FEE 2.50 PERCENT IS TIMES AGC/PAC TOTAL HRS 6 \_\_\_\_ X 0.1000 TOTAL HRS DMA/IUOE/SF/PAC CISP/CEA IAP/AGC OCIA HOURS .05 TATAL TOTAL TOTAL TOTAL x 0.2000 HRS HRS \$ ·80 TOTAL CONTRIBUTIONS MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS s 224.10 EE

Check 12667 Amount \$12.26 Date 1/11/2013

The thesised Economics (Applies Country Programs	P	BUNN ENTE	RPRISES, INC.	The Bantage Egypta Bank		12669
Olio Operating Engineers Frings Boneff Programs Pro Boa 170922 SUBJU Cocumbus, OH. A3271-0922	PAYTO THE CABER OF	経験性を残り来 表記とをごう		26.1797.412	1222013 \$ -211.84	No. of Contract of
800 Bear 710022 EST Columbus, OH 43271-0822 EST L	123	Ohio Operating l	Engineers			COXXXARS A
*D152224 ::Off5154555 D1=3025=54 \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	a in the	PO Box 710922 Commbis, DH	43271-0922 2312	指丛	L. Lebenseum	

Check 12669 Amount \$211.84 Date 1/11/2013

## **EXHIBIT FF**



## Ohio Operating Engineers

## Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator

•

January 15, 2013

NEAL SHAH, ESQ. FROST BROWN TODD 3300 GREAT AMERICAN TOWER 301 E FOURTH ST CINCINNATI OH 45202-4182

Re: Bunn Enterprises, Inc./Current Balance

Dear Mr. Shah:

This letter will acknowledge the receipt of checks #12608 in the amount of \$834.12, #12609 in the amount of \$52.23, #12667 in the amount of \$12.26 and #12669 in the amount of \$211.84 from Bunn Enterprises, along with their November and December 2012 reports. In accordance with our policy, these checks have been applied against the oldest amounts outstanding on your account as follows:

Against Late Charges for	· · · · · · · · · · · · · · · · · · ·
the Period of 1/08 to 11/11	\$1,030.95
11 & 12/42 OCA Dues	11:06
11 & 12/12 OCIA Dues	3.95
11 & 12/12 Local 18 Dues	64.49
	\$1.110.45

Compared to the control of the contr

After the application of the above checks, a balance of \$52,625.32 now remains due on your account to complete payment of the following:

Balance of Late Charges for	-
the Period of 1/08 to 11/11	\$10,916.82
2/12 Contributions	2,048.00
3/12 Contributions	2,560.00
4/12 Contributions	1,369.60
5/12 Contributions	1,905.30
6/12 Contributions	5,024.25
7/12 Contributions	11,705.85
8/12 Contributions	6,198.75
9/12 Contributions	5,885.55
10/12 Contributions	3,980.25
11/12 Contributions	822.15
12/12 Contributions	208.80
F - 15 March 18 1 19 1 19 1	\$52,625.32
(1) (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	

Please submit your check in payment of this outstanding balance. If you have any questions concerning your account, please contact our office.



Neal Shah, Esq. January 15, 2013 Page 2

Best regards,

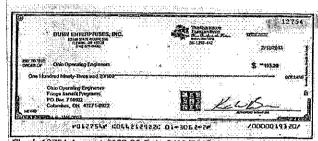
Bryan C. Barch, Esq.

cc: I.U.O.E. Local 18 District #6

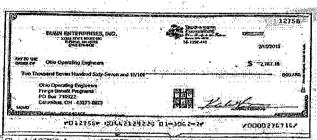
Patrick L. Sink Steve Ranft

# EXHIBIT GG

Case: 213 cy-20357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 194 of 226 PAGEID #: 681 SEE BACK OF THIS FORM FOR FRINGE BENEFIT PROGRAMS GENERAL INSTRUCTIONS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 K02203 Contractor's Code Number | MONTH REPORTED YEAR Signature 000849400 **JANUARY** 13 COUNTY IN WHICH WORK PERFORMED \*\*NOTICE\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* **IMPORTANT** PLEASE MAKE A COPY FOR YOUR RECORDS LIST COUNTY SUBMIT ORIGINAL WITH PAYMENT BUNN ENTERPRISES EFFECTIVE 1/1/2013 - LISTING GROSS **WAGES BY EMPLOYEE IS REQUIRED &** 13589 STATE ROUTE 550 **ADMIN DUES ARE 3% OF GROSS WAGES** FLEMING, OH 45729-5235 1/HOURS FOR WERK ENDING | TOTAL HOURS GROSS. IPAID FOR MONTH WAGES SOCIAL SECURITY NO. LAST NAME OF ENGINEER BUNN 160 490720 40 40 40 CH 28 49 Karcher 21 |S33:5| TOTAL HOURS 209 644071 ALL PAGES OHIO OPERATING ENGINEERS 💉 A OHIO OPERATING ENGINEERS 📈 E OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS ₩ Р 5.7500 APPRENTICESHIP AND TRAINING 000 HRS 209 X EDUCATION AND SAFETY 0.0400 HRS 209 x HEALTH AND WELFARE PLANS . 6600 PENSION FUND HRS 209 HRS 209 \$ 8.36 s/25,40 391.94 \$1201.75 LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE OCA CONTRACTOR DUES 2 / OCA/PAC \_x 0.0800 TOTAL HRS \_Ø TOTAL HRS 209 x 0.1400 TOTAL HRS TOTAL WAGES 6440.71 \$29.26 TIMES 3.00 PERCENT IS AGC ADMINISTRATIVE FEE AGC/PAC TOTAL HRS Ø  $\times 0.1000$ TOTAL HRS\_ \$ 193,20 DMA/IUOE/SF/PAC CISP/CEA OCIA HOURS IAP/AGC 0.0500 TOTAL TOTAL TOTAL. 0.0500 TOTAL HRS 209 x 0.2000 HRS HRS \$ 10.45 **TOTAL CONTRIBUTIONS** MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS s 2960 36 GG



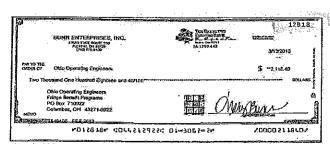
Check 12754 Amount \$193.20 Date 2/19/2013



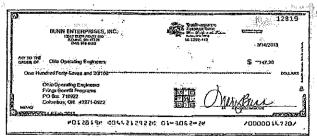
Check 12756 Amount \$2,767.16 Date 2/19/2013

## EXHIBIT HH

Case HIO OPERATING PENGINEERS led: 05/30/13 Page: 197 SEE 206K OF A CHEET OF METERS 197 SEE 206K OF A CHEET GENERAL INSTRUCTIONS FRINGE BENEFIT PROGRAMS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON NPAED269 K02204 / Contractor's Code Number MONTH REPORTED **YEAR** 000849400 **FEBRUARY** COUNTY IN WHICH WORK PERFORMED \*\*\*\*\*\*NOTICE\*\*\*\*\*\*\*\* **IMPORTANT** PLEASE MAKE A COPY FOR YOUR RECORDS LIST COUNTY SUBMIT ORIGINAL WITH PAYMENT EFFECTIVE 1/1/2013 - LISTING GROSS BUNN ENTERPRISES INC WAGES BY EMPLOYEE IS REQUIRED & ADMIN DUES ARE 3% OF GROSS WAGES 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 FOR WEEK/ENDING I **GROSS TOTAL HOURS WAGES** IPAID FOR MONTH SOCIAL SECURITY NO. LAST NAME OF ENGINEER 4907.2° BIINN Uo 40 **TOTAL HOURS** 160 **ALL PAGES** OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS EDUCATION AND SAFETY V APPRENTICESHIP AND TRAINING HEALTH AND WELFARE PLAN PENSION FUND Y TOTAL 60 TOTAL HRS 160 HRS 160 HRS 60 0.0400 0.6000 5.7500 6.6600 <u>.96.00</u> s 6.40 \$ 1065.60 \$ 920,00 OCA ADMINISTRATIVE FEE LOCAL 18 ADMINISTRATIVE DUES OCA CONTRACTOR DUES OCA/PAC TOTAL HRS \_\_\_\_\_\_ x 0.0800 TOTAL HRS 160 x 0.1400 TOTAL WAGES 4907.20 TOTAL HRS s 22 ५० AGC ADMINISTRATIVE FEE 3.00 PERCENT IS TIMES AGC/PAC TOTAL HRS \_\_\_\_\_ x 0.1000 TOTAL HRS \$ 147.20 DMA/IUGE/SF/PAC CISP/CEA OCIA HOURS IAP/AGC TOTAL TOTAL TOTAL TOTAL HRS 160 0 x 0.2000 HRS HRS HRS 0.0500 TOTAL CONTRIBUTIONS MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS s 2265.60 н н



Check 12818 Amount \$2,118.40 Date 3/19/2013



Check 12819 Amount \$147.20 Date 3/19/2013

# EXHIBIT II





## Ohio Operating Engineers

Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand
Administrator

March 20, 2013

RONALD L MASON, ESQ. MASON LAW FIRM CO LPA 425 METRO PLACE NORTH STE 620 DUBLIN OH 43017

\*

Re: Bunn Enterprises, Inc./Current Balance

Dear Mr. Mason:

This letter will acknowledge the receipt of checks #12754 in the amount of \$193.20, #12756 in the amount of \$2,767.16, #12818 in the amount of \$2,118.40 and #12819 in the amount of \$147.20 from Bunn Enterprises, along with their January and February 2013 reports. In accordance with our policy, these checks have been applied against the oldest amounts outstanding on your account as follows:

Against Late Charges for		•
the Period of 1/08 to 11/11		\$4,815.45
1 & 2/13 OCA Dues		51.66
1 & 2/13 OCIA Dues	ŧ	18.45
1 & 2/13 Local 18 Dues		340.40
		\$5,225.96

After the application of the above checks, a balance of \$52,625.32 now remains due on your account to complete payment of the following:

Balance of Late Charges for	•
the Period of 1/08 to 11/11	\$ 6,101.37
2/12 Contributions	2,048.00
3/12 Contributions	2,560.00
4/12 Contributions	1,369.60
5/12 Contributions	1,905.30
6/12 Contributions	5,024.25
7/12 Contributions	11,705.85
8/12 Contributions	6,198.75
9/12 Contributions	5,885.55
10/12 Contributions	3,980.25
11/12 Contributions	822.15
12/12 Contributions	208.80
1/13 Contributions	2,727.45
2/13 Contributions	
	\$52,625.32

Please submit your check in payment of this outstanding balance. If you have any questions concerning your account, please contact our office.

Ronald L. Mason, Esq. March 20, 2013 Page 2

Best regards,

Bryan C. Barch, Esq.

ce: I.U.O.E. Local 18 District #6
Patrick L. Sink

Steve Ranft

## EXHIBIT JJ



## Ohio Operating Engineers

## Fringe Benefit Programs

1180 Dublin Road • PO Box 12009 • Columbus OH 43212-0009 Area 614 488-0708

Raymond Orrand Administrator \*

April 22, 2013

BUNN ENTERPRISES INC 13589 STATE ROUTE 550 FLEMING OH 45729-5235

#000849400-6

To Whom It May Concern:

The enclosed summary sheet(s) and adjustment schedule(s) reflect the findings of our recent audit which resulted in the disclosure of unpaid fringe benefit contributions due the Ohio Operating Engineers Fringe Benefit Programs and Union Administrative Dues which had been withheld from employees wages but not remitted.

Ohio Operating Engineers Health & Welfare Plan	\$23,802.84
Ohio Operating Engineers Pension Fund	20,433.75
Ohio Operating Engineers Apprenticeship Fund	2,144.40
Ohio Operating Engineers Education & Safety Fund	142.96
Late Charges due if paid by May 15, 2013	5,106.22
Total due Fringe Benefit Programs	\$51,630.17
Local 18 Administrative Dues	0.00
Total Due	\$51,630.17

In addition, a balance of \$6,101.37 remains due on your account to complete payment of the following:

Balance of Late Charges for the Audit Period of 1/08 to 11/11

\$6,101.37

In addition to the audit findings, you are liable for the payment of late charges as indicated above. Late charges accumulate at the rate of 1-1/2% per month on past due fringe benefit contributions, and are assessed as of the sixteenth day of the month. If partial payments are received, they will be applied against the oldest unpaid amounts due.

If you are in disagreement with the findings of our audit, please specify to us the reasons for such disagreement by separate letter within ten days.

If you are in agreement with the findings, your remittance in the total amount of \$57,731.54 before May 15, 2013 will prevent the assessment of additional late charges.

Sincerely.

Ray Orrand Administrator

RO/sm

cc: District #6
Patrick L. Sink
Steve Ranft
Bryan C. Barch, Esq.

ALL-STATE LEGAL®

Health and Welfare Plan • Pension Fund • Apprenticeship Fund • Education and Safety Fund

# OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS FIELD AUDIT SUMMARY

CODE:# 000849400-6

NAME: Bunn Enterprises Inc.

13589 State Route 550

DATE: 4/1/13

FORM D-15

11/1/11

AUDIT PERIOD FROM:

3/1/13

Ö

1	& FRINGES	2,048.00	2,560.00	1,369.60	1,905.30	5,024.25	11,705.85	6,198.75	5,885.55	3,980.25	822.15	208.80	2,727.45	2,088,00	0 COU
	DUES								:	·					
AUDITOR: Douglas Baker	FRINGES	2,048.00	2,560.00	1,369.60	1,905.30	5,024.25	11,705.85	6,198.75	5,885.55	3,980.25	822.15	208.80	2,727.45	2,088.00	70 600 00
AUDITOR:	AMOUNT	6.40	8.00	4.28	5.84	15.40	35.88	19.00	18.04	12.20	2.52	0.64	8.36	6.40	2000
AUDIT	HOURS &	160	200	107	146	385	768	475	451	305	භ	16	209	160	71
OED COLOR	AMOUNT	96.00	120.00	64.20	87.60	231.00	538.20	285.00	270.60	183.00	37.80	9.60	125.40	96.00	0,444
ADDRENTICECLIS	HOURS	160	200	107	146	385	897	475	451	305	63	16	209	160	71.00
Fleming, OH 45729-5235	AMOUNT	880.00	1,100.00	588.50	839.50	2,213.75	5,157.75	2,731.25	2,593.25	1,753,75	362.25	92.00	1,201.75	920.00	20 132 75
leming, OH	HOURS	160	200	107	146	385	897	475	451	305	63	16	209	160	2574
	Ł	1,065.60	1,332.00	712.62	972.36	2,564.10	5,974.02	3,163.50	3,003.66	2,031.30	419.58	106.56	1,391.94	1,065.60	23 000 84
MONTH!HEALTH & WELFARE	HOURS	160	200	107	146	385	897	475	151	305	63	16	209	160	0574
HLNOW	YEAR	2/12	3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	2/13	TOTALS

FRINGE BENEFIT PROGRAMS **GENERAL INSTRUCTIONS** CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAE-PA2-OCA-OCIA-L18 Contractor's Code Number I MONTH REPORTED YEAR 000849400 **FEBRUARY** 12 COUNTY IN WHICH WORK PERFORMED IMPORTANT NOTICE LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT BUNN ENTERPRISES INC GO GREEN BY USING EREMIT CONTACT THE FUND OFFICE AT 13589 STATE ROUTE 550 800-282-1767 FOR INFORMATION FLEMING, OH 45729-5235 WEEK ENDING I TOTAL HOURS UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER IPAID F<u>OR MONTH</u> DUES 593-36-9456 BUNN 40 40 60 287-78 1768 KARCHER 9 Local 84 MORGAN 290-74-4855 Out-of- otate Kours = 19 TOTAL HOURS **ALL PAGES** OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN APPRENTICESHIP AND TRAINING EDUCATION AND SAFETY PENSION FUND TOTAL /79 160 x 6.6600 TOTAL 179 160 x 5.5000 TOTAL /60 TOTAL /60  $\times 0.0400$ .96.00 s 1198-14 1,065.60 880.00 s 6.40 OCA/PAC OCA CONTRACTOR DUES OCA ADMINISTRATIVE FEE TOTAL HRS \_\_\_\_\_\_X 0. LOCAL 18 ADMINISTRATIVE DUES TOTAL HRS \_\_x 0.0800 TOTAL WAGES 4779. 20 AGC/PAC TIMES 2.50 PERCENT IS AGC ADMINISTRATIVE FEE TOTAL HRS \_\_\_\_\_\_X 0.1000 TOTAL HRS OCIA HOURS (AP/AGC CISP/CEA CEA/DMB/SF/L18/PAC TOTAL TOTAL TOTAL TOTAL 160 x 0.2000 HRS \_x0.0500 0.0500 HRS HRS\_ MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: **TOTAL CONTRIBUTIONS** No L/C OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

Case: OHIO OPERATING ENGINEERS 05/30178 Page: 205 of 226 PAGEID #: 692

n6

SEE BACK OF THIS FORM FOR

<del>2,197.88</del> 2,048.00

OHIO OF FRING	57-ALM-TPK Doc#PERATING ENG BENEFIT PROGRAN JTION REPORTING FO	INEERS	)5/30/	13 Pa	age: 2	206 c	SE	PAGEID : E BACK OF THIS GENERAL INSTR	FORM	FOR
WPAE-PA2-OCA-O	CIA-L18			CI	RTXF)	[CAT] \	ION (	of AUTHOR		PERSON
Contractor's Code Numb	Der   MONTH REPORTED	YEAR	_ Sig	gnature	N	is	20 O	7	tw	
000849400	March	12	Tit	ie / Q	11,	N	7	Date_	4-1	3-12
IMPORTANT LIST COUNTY	Washing to	RK PERFORMED 	<u> </u>	*****			A CO	ØTICE******* PY FOR YOU	****** R REC	**************************************
BUNN ENT	ERPRISES INC	*			G	O GR	EEN E	NAL WITH PA BY USING ER	EMIT	
13589 STA FLEMING,	ATE ROUTE 550 OH	45729-52	35					IE FUND OFF 7 FOR INFOR		
		· ·								
SOCIAL SECURITY NO		EER	H0 _13/3					_ TOTAL HOL  PAID FOR MO		UNION DUES
593-36-9456	BUNN		40	OP 1	40	40	140	500		149.35
<del></del>	KARCHER			30	12 -	ļ	[	-43	7	
290-74-4855	MORGAN		1_			 ;	<u> </u>		<u> </u>	<u> </u>
294 60 8282	Welch			77				27	. ()	
	100-(6.1)	-					   			
	(Out-D- N+15	Anua - 70	<u> </u>	]			   	<u>.                                    </u>		   
	Ort-A- dit	Lours N	por	ted			   			
	ito: Opporen 40	Training.	Ų				<u> </u>			
	Out-D-Otate  Dout-J-otate  Lo. apprente  Education	, x Dofely		[ []	  J		<u> </u>	<u> </u>		<u> </u>
	OCIA			 			<u> </u>	<u> </u>		
				-	l		<u> </u>			
			.ii	<u>.</u>				200		
				[		L HOU		- 270		149.33
	OHIO OPERATING EN PENSION FUND TOTAL 27020 HRS 27020 C	5.5000 F		1058HIP 200_	AND TR		0	OHIO OPERATING EDUCATION AND TOTAL 200	SAFETY	EERS Y .0400
s <u>-7798-2≎ 1,332</u> ocapac	T4 9 5	·	/20.					\$ 8.00		
TOTAL HRSX	OCA CONTRACTOR TOTAL HRS 300	_x 0.1400	LOCAL 1 TOTAL W			——— √-00 ∧-00E	5	OCA ADMINISTRATOTAL HRS		EE 0.0800
AGČ/PAC TOTAL HRSX \$			TIMES	2.50 7.3 <u>5</u>	) PEI	RCENTI	s 	AGC ADMINISTR TOTAL HRS	,	EE 0.1000
DCIA HOURS FOTAL HRS <u>200</u> x 0.0	TOTAL.	¢ 0.2000	CISP/CE TOTAL HRS	Α	_x/(	J-	1	CEA-DIMBISF/L18, FOTAL HRS		.0500
MAKE ONE CHECK FOR TO OHIO OPERATING ENGIN					N	-i/c -2,7	—— <del> 47.3</del> !	*TOTAL CONT \$\frac{3598.5}{3598.5}	RIBU	TIONS 1,560.00

Case: OHIO OPERATING ENGINEERS 05/30/13 Page: 207 of 226 PAGEID #: 694 SEE BACK OF THIS FORM FOR FRINGE BENEFIT PROGRAMS GENERAL INSTRUCTIONS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPD Contractor's Code Number MONTH REPORTED YEAR Signature 000849400 APRII. 12 COUNTY IN WHICH WORK PERFORMED **IMPORTANT** NOTICE\*\*\*\*\*\*\*\*\*\*\*\*\*\* LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT BUNN ENTERPRISES INC **EFFECTIVE MAY 1, 2012** THE PENSION RATE IS \$5.75 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 HOURS FOR WEEK ENDING | TOTAL HOURS 7 | リリリー IPAID FOR MONT UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER IPAID FOR MONTH DUES 593-36-9456 BUNN 0 0 0.00 287-78-1768 KARCHER 48 30 55.26 61 55 50 279-56-5292 LANTZ 13 22 25 17:18 294-60-8282 WELCH ()0 0  $\mathcal{O}_{\mathcal{O}\mathcal{O}}$ O*2*90 74 4855 SO 43 17.55 56 Education  $\alpha \alpha$ OCTA TOTAL HOURS <del>5 20</del> ALL PAGES OHIO OPERATING ENGINEERS **OHIO OPERATING ENGINEERS** OHIO OPERATING ENGINEERS A OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN PENSION FUND APPRENTICESHIP AND TRAINING **EDUCATION AND SAFETY** TOTAL 520 107 x 6.6600 TOTAL 107 TOTAL 52010 TOTA! 107 5.5000 x .60 νο. x 712.62 2 800.00 588.50 s 64.20 \$ 4.28 OCA CONTRACTOR DUES **OCA/PAC** LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE TOTAL HRS - X 0.1400 TOTAL HRS TOTAL HRS \_Ø x 0.0800 TOTAL WAGES 3599.47 -14<u>08</u> AGC/PAC TIMES. 2.50 4 PERCENT IS AGC ADMINISTRATIVE FEE TOTAL HRS \_\_\_\_\_\_X 0.1000 **TOTAL HRS** 5-89-99 OCIA HOURS CEA/DMB/SF/L18/PAC CISP/CEA 6 IAP/AGC TOTAL 107 TOTAL TOTAL TOTAL HRS\_ HRS x 0.2000 HRS HRS x -05 535 MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO:

OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

TOTAL CONTRIBUTIONS

s (0509.00-1.369.60

\_\_ No L/C

<del>1.479.9</del>2

~~~	ERATING ENC BENEFIT PROGRAI TION REPORTING F		05/30	B3f	æge:	208 (	of <b>25</b> G	BAPYOS EIIB FORM ENERAL INSTRUCTION	<b>598</b> VS
			<u> </u>	CE	RTIF	CATI	ON O	F AUTHORIZED	PERSON
WPAED269 Contractor's Code Numbe	J57  MONTH REPORTED		- -		ıΩ		1	Lotter	
Contractors Code Numbe		)   YEAR 					•	_	
000849400	L COUNTY IN WHICH WO	DRK PERFÖRMED	_ Tit	le Of	ui Y	llance	yes	Date 6/19/	}
IMPORTANT		<u> </u>	<b>-1</b> .					OTICE*********	
LIST COUNTY	Washington		<del>-</del> ; .,	PLE				PY FOR YOUR REC NAL WITH PAYMEN	
BUNN ENT	ERPRISES INC				00.	EFF	ECTI	VE MAY 1, 2012 ON RATE IS \$5.75	••
13589 STA	ATE ROUTE 550 OH	45729-5	5235		٠.				
SOCIAL SECURITY NO.	LAST NAME OF ENGI		15/5	UBS F	OR WE	S/2%   EK ENI	DING	TOTAL HOURS PAID FOR MONTH	UNION DUES
593-36-9456	BUNN	outob stahr	40	40	40	ЧĎ		<del>-160-4</del> 0	30.50
287-78-1768	Karcher	เกล	42	  52	63	57		214-42	31.59
279-56-5292	Lantz	154	0	47	58	49		<del>-154</del> 0	0.00
290-74-4855	Morgan	108	0	45	63	64		-17264	61.14
	<u> </u>		 	] ]		 			
	554= Out of.	Setute hro							
			<u> </u>		<u> </u>			<u></u>	
					:		<del></del> -		
-						  -			
	1995	·	. 	 	ļ	 			
		,				 			
			•			AL HOU PAGE		700	
HIO OPERATING ENGINEERS EALTH AND WELFARE PLAN OTAL TOO 146 x 6.  4602 972.3	6600 HRS 1001	x 5.7500 H	HIO OPE PPRENT OTAL IRS	ICESHIP り	ENGINE AND TR _X	ERS AINING 0.60	,	OHIO OPERATING ENGINE EDUCATION AND SAFETY TOTAL 146x \$ 5-84	
CAPAC 1 OTAL HRSX	OCA CONTRACTOR TOTAL HRS 445	5 × 0.1400 √	LOCAL 18			VE DUES	D	OCA ADMINISTRATIVE F TOTAL HRSX	EE 3
GC/PAC 4 DTAL HRSX		\$	rimes <del>12</del>	2.50 <u>3-2-3</u>		RCENT IS		AGC ADMINISTRATIVE F TOTAL HRSX \$	6EE 5
CIA HOURS 6 OTAL $RS = \frac{146}{5} \times 0.1$ $30 = 1.30$	IAP/AGC TOTAL 0500 HRS	x 0.2000	CISPICE TOTAL HRS_	φ <u></u>	x		-	TOTAL X	0.0500
AKE ONE CHECK FOR TOT HIO OPERATING ENGINE	TAL CONTRIBUTIONS PA EERS FRINGE BENEFIT	AYABLE TO: PROGRAMS				ło L/C		\$ TOTAL CONTRIBU \$ 8931.41	
	•						2,0	56.27	<u></u>

OHIO OPERATING ENGINEERS: 05/30/13 Page: 209 of 256840405EHIS FORMOOR FRINGE BENEFIT PROGRAMS

GENERAL INSTRUCTIONS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 J57551 are M Contractor's Code Number | MONTH REPORTED YEAR 000849400 COUNTY IN WHICH WORK PERFORMED IMPORTANT \*\*\*\*\*\*\*\*\*\*\*\*\*\*NOTICE\*\*\*\*\*\*\*\*\*\*\*\* LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT **EFFECTIVE MAY 1, 2012** BUNN ENTERPRISES INC THE PENSION RATE IS \$5.75 13589 STATE ROUTE 550 FLEMING. OH 45729-5235 6 HOURS FOR WELL ENDING | TOTAL HOURS | UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER **DUES** 593-36-9456 BUNN 40 40 40 40 40  $\Im \omega$ 153.35 Karcher 281-78-1768 27 i3S 62 50,99 290-74-4855 42 33 20 95 81.16 301-66-4219 13 13 Local 181 10.0a 294-60-8282 15 lS Ocal 841 12.07 **TOTAL HOURS** 385 *307.5*9 **ALL PAGES** OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLAN PENSION FUND APPRENTICESHIP AND TRAINING **EDUCATION AND SAFETY** HRS 385 TOTAL 385 5.7500 TOTAL 385 HRS 385 6.6600 0.6000 0.0400 \$ 2564.10 s 2213.75 :23100 c 15.40 OCA CONTRACTOR DUES 2
TOTAL HRS 385 x 0.1400 OCA/PAC LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE TOTAL HRS  $\times 0.0800$ TOTAL HRS TOTAL WAGES 2 303.56 <del>: 53.90</del> AGC/PAC 2.50 PERCENT IS 4 TIMES AGC ADMINISTRATIVE FEE TOTAL HRS TOTAL HRS x 0.1000 307.59 **OCIA HOURS** (AP/AGC CISP/CEA CEA/DMB/SF/L18/PAC 8 TOTAL TOTAL TOTAL 0.0500 HRS x 0.2000 HRS HRS 0.0500 s 19.25 MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: TOTAL CONTRIBUTIONS No L/C OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

5,024.25

Case 2.13-C. OBERATING ENGINEERS 05/30/13 Page: 210 of SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEINS FROM THE PROPERTY OF SEE BACK RETEIN FRINGE BENEFIT PROGRAMS GENERAL INSTRUCTIONS D6 CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 J57552 La Justin Contractor's Code Number | MONTH REPORTED YEAR Signature 000849400 JULY 12
COUNTY IN WHICH WORK PERFORMED **IMPORTANT** ake LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT **GO GREEN BY USING EMPLOYER PORTAL** BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 URS FOR WEEK ENDING | TOTAL HOURS UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER IPAID FOR MONTH I **DUES** 40-140 40 593-36-9456 BUNN 160 122.68 UU 41.03 297-52-1864 sarnes 42 35.40 foriancia -287 · 72 - 4120 41 129 117.86 292-80-5036 (Sallion 29 B 410-43-4984 (+oins 6.44 8 08 8 8689 287-78-1768 64 61.95 219-56-5292 64 40 290-14-485S Morgan 65 15 53 233 *ຉ*ຆຑ 79 16.02 68 283-60-4731 lon १४। 301-66-4219 41 41 40.63 181 7.24 9 a 283-10-9910 **TOTAL HOURS** 820,20 ALL PAGES OHIO OPERATING ENGINEERS **OHIO OPERATING ENGINEERS** OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS APPRENTICESHIP AND TRAINING **EDUCATION AND SAFETY** HEALTH AND WELFARE PLAN PENSION FUND TOTAL 897 TOTAL 897 6.6600 TOTAL 897 TOTAL 897 5.7500 HRS 0.6000 0.0400 35.88 s 5974.00 ,*538.2*0 s*5157.75* OCA CONTRACTOR DUES LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE **OCA/PAC** TOTAL HRS 877 x 0.1400 TOTAL HRS \_\_\_\_\_\_X 0.0800 TOTAL HRS TOTAL WAGES 2.50 AGC ADMINISTRATIVE FEE AGC/PAC TIMES PERCENT IS TOTAL HRS \_ (C) x 0.1000 TOTAL HRS <u>-820.20</u> OCIA HOURS JAP/AGC CISP/CEA CEA/DMB/SF/L18/PAC HRS 89 TOTAL TOTAL TOTAL 0.0500 HRS x 0.2000 0.0500 4485 TOTAL CONTRIBUTIONS MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: \_\_No L/C OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

5-12/296.48

11,705.85

Case: 2HO OPERATING ENGINEERS : 05/30/13 Page: 211 of 2508 APAGE ENGINEERS : 05/30/13 Page: 211 of 2508 APAGE ENGINEERS : GENERAL INSTRUCTIONS CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 J57553 on Lee - Sister Contractor's Code Number MONTH REPORTED YEAR 000849400 Date 9-17-1 AUGUST 12 COUNTY IN WHICH WORK PERFORMED IMPORTANT LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EMPLOYER PORTAL BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 JRS FOR WEEK ENDING | TOTAL HOURS UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER IPAID FOR MONTH **DUES** 593-36-9456 BUNN 40 40 40 do (00 122.68 Ehrhart 283-84-3791 જ 6.44 292 - 80 - 5036 35 34 69 63.96 279-56-5292 **S7** 57 53.50 21 290-74-4855 Morsan 55 50 IJ6 1/2,50 841 841 283 - 60 - 4731 5.5 51,09 S5 **TOTAL HOURS** ALL PAGES OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS W OHIO OPERATIN HEALTH AND WELFARE PLAND . 6600 PENSION FUND P OHIO OPERATING ENGINEERS A OHIO OPERATING ENGINEERS EDUCATION AND SAFETY O EDUCATION AND SAFETY 0.0400 TOTAL 475 TOTAL 475 TOTAL 475 x TOTAL 475 s 3163,50 s 19.00 s-2731,Q5 <del>~</del>285:00 OCA CONTRACTOR DUES 2 TOTAL HRS 175 x 0.1400 **OCA/PAC** LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE TOTAL HRS TOTAL HRS Ø x 0.0800 TOTAL WAGES 1640028 ldo.50 AGC/PAC 2.50 TIMES PERCENT IS AGC ADMINISTRATIVE FEE TOTAL HRS TOTAL HRS D x 0.1000 541017-**OCIA HOURS** IAP/AGC CISP/CEA 60.0500 DMA/IUOE/SF/PAC  $0.0500^{9}$ TOTAL TOTAL TOTAL TOTAL HRS x 0.2000 \$23.75

TOTAL CONTRIBUTIONS

\$ 6699.17 6,198.75

No L/C

MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO:

OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

GENERAL INSTRUCTIONS D<sub>6</sub> CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 J57554 Contractor's Code Number MONTH REPORTED YEAR 000849400 SEPTEMBER 12
COUNTY IN WHICH WORK PERFORMED **IMPORTANT** \*NOTICF\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EMPLOYER PORTAL BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 URS FOR WEEK ENDING TOTAL HOURS | UNION SOCIAL SECURITY NO. LAST NAME OF ENGINEER DUES 40 OP 593-36-9456 18 40 BUNN 40 40 *२*०० l53.35° archer 38 287-18-1768 O 0 O 38 18 0 *35.*27 13 18 lâ 64 55.76 34 50 84 69.77 841 18 301-66-4219 181 18 15,69 294-60-828211 47 941 47 4063 **TOTAL HOURS** 310.41 ALL PAGES OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLANS . 6600 EDUCATION AND SAFETY 0.0400 PENSION FUND 5.7500 APPRENTICESHIP AND TRAININGOOD TOTAL 451 TOTAL 451 TOTAL 451 TOTAL 451 ه *یا۔ 70*کوء s 18.04 s259325 OCA CONTRACTOR DUES 2
TOTAL HRS 45 x 0.1400 OCA/PAC **LOCAL 18 ADMINISTRATIVE DUES** OCA ADMINISTRATIVE FEE Ø TOTAL HRS TOTAL HRS \_ \_x 0.0800 TOTAL WAGES 14818.74 s 63.14 2.50 AGC/PAC TIMES PERCENT IS AGC ADMINISTRATIVE FEE TOTAL HRS Ø TOTAL HRS x 0.1000 \$<del>370.47</del> OCIA HOURS IAP/AGC CISP/CEA DMA/IUOE/SF/PAC 0.0500 TOTAL TOTAL 0.0500 TOTAL TOTAL Ø HRS HRS x 0.2000 HRS HRS s <del>22.5</del>5 MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: TOTAL CONTRIBUTIONS No L/C OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

Case: OHIO OPERATING ENGINEERS d: 05/30/13 Page: 212 of 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE ENDERS DE CASE: OF 25584PIAGE

CONTRIBU	TION REPORTING FO	ORM	-				GENERAL INSTRUCTION	
			<del></del>	CE	ŘTIF	ICATION (	OF AUTHORIZEE	PERSON
WPAED269 Contractor's Code Numbe	K022 MONTH REPORTED	UU I YEAR		gnatur	0.	and de	e-Irotte	
		1 11-00				1		
000849400	L COUNTY IN WHICH WO	12 RK PERFORMED	<b>一</b> ,:	. 77	•	Nanaze	4,	
IMPORTANT LIST COUNTY	Lake		,				NOTICE************************************	
	- ou//+	** ·	<del></del>	r L L			INAL WITH PAYME	
BUNN ENT	ERPRISES INC	• •					BY USING EMPLOY HE FUND OFFICE A	
1350ዓ ርጥ	ATE ROUTE 550						7 FOR INFORMAT	
FLEMING,		45729-	-5235					
•	•					•		
SOCIAL SECURITY NO.	LAST NAME OF ENGIN	FFR	HO)نوان	URSI	ORW	EEK ENDING	TOTAL HOURS  [PAID FOR MONTH	UNION
593-36-9456	BUNN		I	1	ī.	1		
	1 •	[8	1	OF	140 140	(40)	160	1122.6
287-18-1768	Karcher	18		<u> </u>	50	<u> 52   _</u>	102	86.6
294-60-8282	Welch	841	-	-	<u> </u>	જ	8	6.13
301-66-4219	Schau	181	8	27	-	-	35	29.3
		· , <u> </u>			[-			
	<u> </u>		<del></del>	<u>                                       </u>	<u> </u>	<u>                                       </u>		<u> </u> 
	]			<u></u>	<u> </u>	<u> </u>		<u> </u>
		<del></del>			<u> </u>	<u> </u>	<u> </u>	<u> </u>
-		4	 	 	] 	1   1	-	1
					Ï	ļ. ļ.		
				 	<del>                                     </del>		1	<u>                                     </u>
	-			<u> </u>	<u> </u>			<u> </u>
				<u></u>	<u> </u>	<u> </u>		
			j	!  -	 	]		1
						AL HOURS L PAGES	305	8.777
O OPERATING ENGINEERS ALTH AND WELFARE PLANS	W OHIO OPERATING ENG		OHIO OPE		ENGINE		OHIO OPERATING ENGIN	EERS
ral 305 x	TOTAL	5.7500 X	TOTAL 3	OZ	X	A-MuitAR O.O.O.	EDUCATION AND SAFET TOTAL HRS 305 X	0.040
2031-30	\$ 1753.75	,	\$ 183 c		_		\$12.20	
VPAC ~ 1	OCA CONTRACTOR D		LOCAL 18	ADMIN	ISTRATI	VE DUES D	OCA ADMINISTRATIVE F	
ALHRS X	TOTAL HRS 305	_x 0.1400	TOTAL W	AGES_	9793	95	TOTAL HRS	× 0.0800 ·
C/PAC 4			TIMES	2.5	0 ре	RCENT IS	\$AGC ADMINISTRATIVE	 FEE
AL HRSX			<sub>इ</sub> चेप्	- <b>&amp;-</b> }_			~	c 0.1000
A HOURS 6	IAPIAGC	7	CISP/CE		8		\$	
AL 0.	0500 <sub>TOTAL</sub>	•	TOTAL	d			TOTAL	0.050
5.25- X	HRS>	c 0.2000	HRS	10	x		HRSX	
KE ONE CHECK FOR TO	S TAL CONTRIBUTIONS PA		\$			Yo L/C	\$ TOTAL CONTRIBU	ITIONS
THE SPECIAL PROCESS TO MOUNTAINE	EERS FRINGE BENEFIT P	DACE INCO					54283.02)	

OHIO OPERATING ENGINEERS 05/30/13 Page: 214 of 2508 APPAGE END FOR FOR BENEFIT PROGRAMS **GENERAL INSTRUCTIONS** CONTRIBUTION REPORTING FORM CERTIFICATION OF AUTHORIZED PERSON WPAED269 K02201 Contractor's Code Number MONTH REPORTED YEAR 000849400 NOVEMBER Title ( COUNTY IN WHICH WORK PERFORMED \*\*\*NOTICE\*\*\*\*\*\*\*\*\*\*\* IMPORTANT LIST COUNTY PLEASE MAKE A COPY FOR YOUR RECORDS SUBMIT ORIGINAL WITH PAYMENT GO GREEN BY USING EMPLOYER PORTAL BUNN ENTERPRISES INC CONTACT THE FUND OFFICE AT 800-282-1767 FOR INFORMATION 13589 STATE ROUTE 550 FLEMING, OH 45729-5235 HOURS FOR WEEK ENDING I TOTAL HOURS UNION LAST NAME OF ENGINEER SOCIAL SECURITY NO. PAID FOR MONTH DUES 593-36-9456 BUNN ત્રેત્ર 287-78-1768 Karcher 0 *1*2 1264 290-74-48SS 41 **TOTAL HOURS** 63 ALL PAGES OHIO OPERATING ENGINEERS W OHIO OPERATING ENGINEERS P OHIO OPERATING ENGINEERS OO PENSION FUND 5.7500 APPRENTICESHIP AND TRAINING OO O OHIO OPERATING ENGINEERS 2 EDUCATION AND SAFETY 0 . 0400 HEALTH AND WELFARE PLANS . 6600 PENSION FUND TOTAL 63 TOTAL 63 TOTAL 63 TOTAL 63 HRS 419.58 s 37.80 *3*62) ક્રડ s 252 OCA/PAC OCA CONTRACTOR DUES LOCAL 18 ADMINISTRATIVE DUES OCA ADMINISTRATIVE FEE TOTAL HRS 63 TOTAL HRS  $\times 0.1400$ TOTAL HRS 0 x 0.0800TOTAL WAGES 2019.16 <del>882</del> AGC/PAC 2.50 AGC ADMINISTRATIVE FEE TIMES PERCENT IS TOTAL HRS TOTAL HRS \_\_ \_x 0.1000 \$*52,2*3 OCIA HOURS IAP/AGC CISP/CEA DMA/IUOE/SF/PAC 0.0500 TOTAL 0.0500 TOTAL TOTAL HRS HRS x 0.2000 **315** MAKE ONE CHECK FOR TOTAL CONTRIBUTIONS PAYABLE TO: TOTAL CONTRIBUTIONS \_\_\_ No L/C OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

	ERATING ENGINEERS BENEFIT PROGRAMS TION REPORTING FORM	ed: 05/30	D/13 F	Page:	215 of	SEE B	ACKACETE IDE PRM IERAL INSTRUCTION	<b>₹©2</b> vs
WPD	K02990		CE	RTIFI	CATION	1 <b>O</b> F.	AUTHORIZED	PERSON
Contractor's Code Number		 R Sì	gnature	Du	ave Le	y - &	Lutta	
000849400	   DECEMBER   12	Ti	tle O	lue 1	Nanna	in.	Date 1-8-	13
IMPORTANT LIST COUNTY	Haman Cruty	<u>=U                                    </u>	******* PLE	******* ASE N			ICE******************FOR YOUR REC	CORDS
-	ERPRISES INC  ATE ROUTE 550		ar in	GC	O GREEN	BY L	L WITH PAYMEI JSING EMPLOYI FUND OFFICE A OR INFORMATI	ER PORTA
FLEMING,	•	29~5235			:			
SOCIAL SECURITY NO.	LAST NAME OF ENGINEER	ioli Ho	DURS F	OR WE	EK ENDII	yG ∫ <b>λ</b> 4 β	TOTAL HOURS AID FOR MONTH	UNION DUES
593-36-9456	BUNN		<u> </u>	<u> </u>	 			 
287-78-1768	KARCHER		8				8	6.13
279-56-5292	LANTZ	1	ļ ,	 				[ 
290-74-4855	MORGAN		· 	 				
301-66-4219	Schau		18				8	6.13
			ļ .					
			} 					
			)   	<u> </u>  -		]		
				<u> </u>				
		[	]					<u> </u>
			<u> </u>	<u> </u> 	 			<u> </u> 
		 	[	[ 				<u> </u> 
					L HOURS	) 	·	Ĺ
IIO OPERATING ENGINEERS VALTH AND WELFARE PLANS.	6600 PENSION FUND 5.75	TOTAL HRS	TICESHIF (G	AND TR	ers V Aining 60	ED	O OPERATING ENGIN DUCATION AND SAFET STAL XS / C X	
106.56	s 92.00	\$ <u>9.6</u>					0.64	
TAL HRS Y	OCA CONTRACTOR DUES 2 V	TOTAL Y			/E DUES		CA ADMINISTRATIVE F OTAL HRS	K 0.0800
C/PAC 4 TAL HRSX	**************************************	TIMES	2.5	0 ре	RCENT IS		GC ADMINISTRATIVE	FEE (
IA HOURS 6	IAP/AGC 7.	S_(/	よ <sub>い</sub>	8		\$	MA/IUOE/SF/PAC	
TAL sx	total HRS x 0.2000	TOTAL HRS		x		T	otal x	•
	\$ TAL CONTRIBUTIONS PAYABLE TO: EERS FRINGE BENEFIT PROGRAMS	<u> </u>		_ 1	lo L/C	§	OTAL CONTRIBL	

FRINGE	ERATING ENGINER BENEFIT PROGRAMS TION REPORTING FORM	<b>ERFS</b> ed:	05/30	0/13	Page	e: <b>21</b> 6		PACK OF THIS FORM ENERAL INSTRUCTIO	
WPAED269	K02203		•	CE	RTIF	[CAT]	ION O	F AUTHORIZED	PERSON
Contractor's Code Numbe	r   MONTH REPORTED	YEAR	Sig	nature	<u>W</u>	Lana	<u> / 20</u>	- Inetter_	· · · · · · · · · · · · · · · · · · ·
000849400	JANUARY	13	Titl	10/	line	Ma	naei	n Date 2-/2	2-13
	COUNTY IN WHICH WORK PERF	ORMED	_ ''''	6 <u>7 X I</u>	<u> </u>		7		
IMPORTANT	Washington	-		*****	*****			OTICE************************************	
LIST COUNTY	0		_	PLE	4 9			IAL WITH PAYME	
BUNN ENT	ERPRISES INC ATE ROUTE 550				El	FFECT NAGE	TIVE 1/ S BY E	1/2013 - LISTING MPLOYEE IS REC ARE 3% OF GRO	GROSS QUIRED &
FLEMING,		45729~5	5235		•	AUNII	N DOE	ARE 3% OF GRU	OS WAGES
<u>:</u>									
			Juo	nde c	ረገው ነለ፤	cak cı	NDING	I TOTAL HOURS	I GROSS
SOCIAL SECURITY NO.	LAST NAME OF ENGINEER		7/5	/12	119	126	-	PAID FOR MONTH	
593-36-9456	BUNN		140	40	40	40	~	160	4907.20
287-78-1768	Karcher		i .i	<u> </u>	21	28	-	49	   533:51
				 	 	1		· [	<u> </u>
					] 				] }
<del></del>			Ī			1			<b> </b>
		<del></del>		İ					
				   	İ				[
				 	   	<del> </del>   			
-	   		   	 					
				   	   	<u> </u>			]
				<u>                                     </u>					
	, , , , , , , , , , , , , , , , , , ,	***************************************	1		   		1		1
			_1	ا ۔۔۔۔۔۔۔ ا		AL HO		209	6440.71
OHIO OPERATING ENGINEERS HEALTH AND WELFARE PLANS	W OHIO OPERATING ENGINEERS	เวียกก <i>็</i>	HIO OPE	RATING ICESHIF	ENGIN	EERS	/ A	OHIO OPERATING ENGIN EDUCATION AND SAFET TOTAL	EERS / E
HRS 209 X	HRS 209 X	ŀ	HRS 2	29	_x	0.0	000	HRS 69 X	0.0400
s 1391-94	<u>\$1201.75</u>	\$	125.4	10				s <u>8.36</u>	
OCAPAC 1 TOTAL HRSX	OCA CONTRACTOR DUES TOTAL HRS 207 X 0.1	⊿nn	LOCAL 1		_		S D	OCA ADMINISTRATIVE	FEE 3 x 0.0800
\$4	<u>\$29.26</u>	·	TIMES	3.0	_	ERCENT	tS	\$AGC ADMINISTRATIVE	FEE 5
TOTAL HRS X			193	-2c	<del>ام</del> 3. <i>و</i>			TOTAL HRS Ø	x 0.1000
OCIA HOURS ✓ 6	IAP/AGC	7	CISP/CI	EA	8			DMA/IUOE/SF/PAC	9
TOTAL 0.	0500 total HRS <b>Ø</b> x 0.20		TOTAL HRS	Ø	x			TOTAL HRS X	0.0500
5/0.45	<u> </u>	\$	·					\$	UTIONS
	YTAL CONTRIBUTIONS PAYABLE EERS FRINGE BENEFIT PROGE					No L/C		TOTAL CONTRIB	

D6 FRINGE	BENETIT PROGRAMS TION REPORTING FOR	M			.,•		GENERAL INSTRUCT	TIONS
WPAED269	K0220		_	CE	RTIFI	CATION	OF AUTHORIZE	ED PERSON
Contractor's Code Number		YEAR	– Sia	nature	N	in de	- Jutto	-
	1					adne		alis
000849400	FEBRUARY COUNT IN WHICH WORK	PERFORMED	1	• 7	,			
IMPORTANT LIST COUNTY	Vashington			-	ASE N	IAKE A C	NOTICE************************************	ECORDS
BUNN ENT	· ()				EF V	FECTIVE VAGES BY	SINAL WITH PAYN 1/1/2013 — LISTIN ( EMPLOYEE IS R	IG GROSS EQUIRED &
13589 ST FLEMING,	ATE ROUTE 550 OH	45729-	5235			ADMIN DU	ES ARE 3% OF G	ROSS WAGE
	1		_/HO	UR\$ F	ЭŖ/WE	EK/ENDIN	G   TOTAL HOURS	
SOCIAL SECURITY NO.	LAST NAME OF ENGINEE	<u>R</u>	1'			ĺ	i .	1
593-36-9456	BUNN		140	do	OP	40	160	4907,2
			1		1			
						1	1	
	,							
		<del></del>		<u> </u>				
			<u> </u>					
		-						!
· · · · · · · · · · · · · · · · · · ·								1.
	<u> </u>					 	<u> </u>	
7	1		[			<b> </b>   <b> </b>		ļ
					·			
	1					1.		
·			i		TOTA	1 1101100		
						L HOURS PAGES	160	
HIO OPERATING ENGINEERS EALTH AND WELFARE PLAN DTAL:		NEERS P	OHIO OPE APPRENT TOTAL HRS_ (	ICESHIP	ENGINE AND TR	ers Aining /	A OHIO OPERATING EN- EDUCATION AND SA TOTAL,	GINEERS E FETY /
75.60 x 1065.60 6.	TOTAL (60 x	5.7500			X	0.6000	HRS 160 X \$ 6.40	0.0400
CA/PAC 1	oca contractor du		LOCAL 18		STRATI	ZEDUES [	OCA ADMINISTRATI	VE FEE 3
OTAL HRSX	TOTAL HRS 168		TOTAL W				TOTAL HRS O	
	5 <del>2240</del>						\$	VE SEE
SC/PAC 4 DTAL HRSX			TIMES	3.0	J PE	RCENT IS	AGC ADMINISTRATI	_x 0.1000
			8-14-	1.20	147.	22	\$	
CIA HOURS 6	IAP/AGC	7	CISP/CE TOTAL	A	8		DMA/IUOE/SF/PAC TOTAL	
RSLGG-X		0.2000	HRS		x		HRS O	X 0.0500
4.00	0500		\$				\$	0.0500
	TAL CONTRIBUTIONS PAY EERS FRINGE BENEFIT PI				ì	lo L/C	TOTAL CONTR	
						•	\$ 2265.6	5-2,260.60
							2,088.00	

CODE NO. 000849400-6

CONTRACTOR Bunn Enterprises Inc

AUDIT PERIOD OF:  $\frac{11}{11} + \frac{3}{0} = \frac{3}{13}$ 

MONTH/YEAR	TOTAL DUE	1½% OF TOTAL	MO. SUBJECT TO CHARGES	LATE CHARGES	IF PAID BY
2/12	2,048.00	30.72	13	399.36	nt e
3/12	2,560.00	38.40	12	460.80	
4/12	1,369.60	20.55	<u>.                                      </u>	226.05	
5/12	1,905.30	28.58	10	285.80	
6/12	5,024.25	75.37	q	678.33	
7/12	11,705.85	175.59	8	1,404.72	
8/12	6,198.75	92.99	7	650.93	
9/12	5,885.55	88.29	6	529.74	
10/12	3,980.25	59.71	5	298.55	
11/12	822.15	12.34	4	49.36	
12/12	208.80	3.14	3	9.42	
1/13	2,727.45	40.92	2	81.84	
2/13	2,088.00	31.32	1	31.32	
		697.92		5,106.22	5-15-13
-					
	·				

## EXHIBIT KK

#### **AUDIT REVIEW**

	CODE NO. 000 8 49 408-6 EMPLOYER BUNN ENTER PRISES INC
	TELEPHONE NO. 740-678-2397 FAX NO.
1.	Date the audit was reviewed with contractor $1/3/12$
	2. Name and title of responsible person authorized by the contractor to review audit findings:
	DIAUS LEE-TRINTER  3 Period audit covered: From
	4. Brief report on the items discussed during the review:
	Several the conjungs reads.
	Compared the hour suit to the hour reports.
•	Findings.
	Uniported hours & deux for 1/08, 8/08, 9/08, 15/08,
-	4/09,6/09,1/09 4 5/11.
	( retend operator D. Mewlon).
	Contraction prefent not to begin there
	CONTRACTOR'S SIGNATURE

NOTE: One copy to contractor and one copy submitted to the fringe benefit office with the audit.



AUDITOR'S SIGNATURE

#### OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

#### CONTRACTOR PAYROLL AUDIT NARRATIVE AND CONCLUSIONS

CODE NO. 000849400-6 EMPLOYER Bunn Enterprises Inc. DATED 1/3/12

Cooperation in scheduling an Audit was difficult, the company is having issues with District #6. The Audit was excellent.

All records requested were available for audit.

Findings were noted:

Unreported hours and dues were noted for 1/08, 8/08, 9/08, 10/08, 4/09, 6/09, 7/09, and 5/11.

(These hours were for Retired operator D G Newlon, see below for details.)

Operator D G Newlon, ss# hours were reviewed for the period

- Audit Findings, noted above:
  - o 1/08, the operator had not yet retired, he worked for the company, was on the payroll and fringes were not paid for these hours. Noted as an Audit Finding.
  - o 8/08 to 5/11, the operator had retired.
    - These hours were for the 7 months during this time period.
    - He had hours worked and the wages paid were at the going rate for operating scale.
    - The description of these hours was the "same description as for hours paid the other operating engineers".
    - Part of his wages was noted as "fringes".
      - This was paid to the operator as part of his pay check,.
      - These fringes matched the "fringe rate in effect for those months".
      - No fringes were paid to the Fringe Office for these hours.
         Noted as an Audit Finding.
    - Note that some months had either only one or both "Hours worked as an Operator (picked up as an Audit Finding) and hours worked in "Other than an operator, not noted as an Audit Finding".
- Hours that exceeded the allowed "40 hours worked per month" for a retired operator. The Pension Department should get this report so that the status of his Pension can be evaluated.
  - 8/08 53 hours
  - 10/08 67 hours

#### OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

#### CONTRACTOR PAYROLL AUDIT NARRATIVE AND CONCLUSIONS

CODE NO. 000849400-6 EMPLOYER Bunn Enterprises Inc. DATED 1/3/12

- Hours that exceeded the allowed "40 hours worked per month" for a retired operator.
   The Pension Department should get this report so that the status of his Pension can be evaluated.
  - 8/08 53 hours
    10/08 67 hours
    4/09 112 ½ hours
    7/09 47 hours
- Other hours worked by the Retired Operator:
  - o The operator also worked for the Company in capacities other than an "operator", per the company.
    - He works on the "farm, which is owned by the owner, Kevin Bunn"
      - Feeds the cattle and other duties needed to operate the farm, per Kevin Bunn. He did not say he did or did not operate any type of "farm machinery" while doing these duties. He wouldn't elaborate as to any specific duties other than "farm work".
    - He runs errands/gets parts/etc for the Company
    - Any other non-operating duties (defined by the company) as needed.
    - See the attached Schedules for 2008, 2009, 2010 and 2011 for the hours worked and wages paid for each specific month.
  - o These hours were not picked up in the Audit.
    - From the payroll records all these hours had the same notation, "Serv Rate OH" and paid at \$16.00 per hour.
    - This notation is different than the hourly description of Operating Hours, which were noted as an Audit Finding.
    - The pay rate was not close to scale for an operator.
    - There weren't any payroll records describing the exact duties he performed for these hours.
- The wages paid to the Retired Operator were traced to the company's respective tax records, 2008 to 2011, and to the "Operators tax returns that he supplied to Fringe Office" for 2008 to 2010.
- Per Kevin Bunn
  - He owns the "Construction Company" and two other non-union companies (he didn't elaborate as to the names or types of companies, I assume that one of these entities is the "farm").
  - o There is only one (1) payroll for "Bunn Enterprises Inc."

Auditors Signature

## EXHIBIT LL

Case: 2:13-cv-00357-ALM-TPK Doc #: 18-1 Filed: 05/30/13 Page: 224 of 226 PAGEID #: 711 Case: 2:13-cv-00857 Aphilia (Phinip Chical Phinip Chica

### AUDIT REVIEW

CODE NO. 000 8 49 400 -6 EMPLOYER BUNN ENTER PRISES INC
TELEPHONE NO. 740-678-2397 FAX NO.
1. Date the audit was reviewed with contractor
Revised 2/21/12
2. Name and title of responsible person authorized by the contractor to review audit findings:
DIANE LEE-TRUTTER
3 Period audit covered; From
4. Brief report on the items discussed during the review:
Several the conjungs records.
Compared the hour just to the hour reported.
Findings:
- Uniported hours & dies for 1/08, 8/08, 9/08, 12/08,
4/09,6/09,1/09 & 5/11.
( retired operator D. Mewlon).
evised . Unreported hours & dues for 108, 6/08, 8/08 to 19/08, 4/09, 6/09, 7/09,
9/09, 1/09, 1/10 to 5/10, 1/1 to 8/11. (retired operator D. Newlon)
Per Joe Lucas, pick up all hours on Delbert Newton. DB

Contentin prefer not to sign through

AUDITOR'S SIGNATURE

NOTE: One copy to contractor and one copy submitted to the fringe benefit office with the audit.

ALL-STATE LEGAL®

#### OHIO OPERATING ENGINEERS FRINGE BENEFIT PROGRAMS

#### **CONTRACTOR PAYROLL AUDIT NARRATIVE AND CONCLUSIONS**

CODE NO. 000849400-6 EMPLOYER Bunn Enterprises Inc. DATED 1/3/12
Revised 2/21/12

Cooperation in scheduling an Audit was difficult; the company is having issues with District #6. The Audit was eventually scheduled and cooperation at the Audit was excellent.

All records requested were available for audit.

#### Findings were noted:

Unreported hours and dues were noted for the audit period for Retired operator D G Newlon.

#### Operator D G Newlon, ss# hours were reviewed for the period

- Audit Findings, noted above:
  - o 1/08, the operator had not yet retired, he worked for the company, was on the payroll and fringes were not paid for these hours. Noted as an Audit Finding.
  - o 8/08 to 5/11, the operator had retired.
    - These hours were for the 7 months during this time period.
    - He had hours worked and the wages paid were at the going rate for operating scale.
    - The description of these hours was the "same description as for hours paid the other operating engineers".
    - Part of his wages was noted as "fringes".
      - This was paid to the operator as part of his pay check...
      - These fringes matched the "fringe rate in effect for those months".
      - No fringes were paid to the Fringe Office for these hours.
         Noted as an Audit Finding.
    - Note that some months had either only one or both "Hours worked as an Operator (picked up as an Audit Finding) and hours worked in "Other than an operator, not noted as an Audit Finding".
- Hours that exceeded the allowed "40 hours worked per month" for a retired operator.
   The Pension Department should get this report so that the status of his Pension can be evaluated.
  - 8/08 53 hours
  - 10/08 67 hours

4/09 112 ½ hours
7/09 47 hours

Other hours worked by the Retired Operator:

- o The operator also worked for the Company in capacities other than an "operator", per the company.
  - He works on the "farm, which is owned by the owner, Kevin Bunn"
    - Feeds the cattle and other duties needed to operate the farm, per Kevin Bunn. He did not say he did or did not operate any type of "farm machinery" while doing these duties. He wouldn't elaborate as to any specific duties other than "farm work".
  - He runs errands/gets parts/etc for the Company
  - Any other non-operating duties (defined by the company) as needed.
  - See the attached Schedules for 2008, 2009, 2010 and 2011 for the hours worked and wages paid for each specific month.
- o These hours were picked up in the Audit, at the request of District #6, J Lucas.
  - From the payroll records all these hours had the same notation, "Serv Rate OH" and paid at \$16.00 per hour.
  - This notation is different than the hourly description of Operating Hours, which were noted as an Audit Finding.
  - The pay rate was not close to scale for an operator.
  - There weren't any payroll records describing the exact duties he performed for these hours.
- The wages paid to the Retired Operator were traced to the company's respective tax records, 2008 to 2011, and to the "Operators tax returns that he supplied to Fringe Office" for 2008 to 2010.
- Per Kevin Bunn
  - o He owns the "Construction Company" and two other non-union companies (he didn't elaborate as to the names or types of companies, I assume that one of these entities is the "farm").
  - o There is only one (1) payroll for "Bunn Enterprises Inc."

Auditors Signature